



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, August 31, 2009
Council Room — 2nd Floor, City Hall
4:30 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman C. K. Marsh, Jr.

Alderman Larry Munsey
Alderman Tom C. Parham
Alderman Jantry Shupe

Leadership Team

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/CFO
Craig Dye, Fire Chief
Jeff Fleming, Asst. City Manager, Development Services

Chris McCartt, Assistant to the City Manager
Ryan McReynolds, Public Works Director
Gale Osborne, Police Chief
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Items on September 1, 2009 Regular Business Agenda
5. Update on Aquatic Center – Chris McCartt
6. Adjourn

Citizens wishing to comment on agenda items, please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



Work Session Tickler

August 31, 2009

Special Projects

Higher Education Center

Jeff Fleming

August 25, 2009

The Grand Opening Ceremony for the Kingsport Center for Higher Education is scheduled for August 28th. Classes will begin full-time on August 31st. The contractor will continue working on punch-list items and final details while mobilizing to begin working on enhancements to the lot across W. Market St. from the building. The final paving of W. Market Street will occur later after the new curb alignment is installed on the south side of the street.

Netherland Inn Road Boat Ramp

Chris McCartt

August 28, 2009

Construction is underway.

City Departments

Police Department

PDA/VisionAir Project

Gale Osborne

August 26, 2009

We continue to remain on schedule. Updates will be listed in bold and italics.

1. Hardware and Network Ready by ~ June 30,2009
Installed.
2. Computer Aided Dispatch Live– August 13-14 (2 Days)
***System Administrator Training complete for CAD
CAD go live successful August 13.***
3. Records Management System Live – November 4 (1 Day)
Records System Administrator Training Complete
4. JAIL Live – November 5 (1 Day)
Jail System Administrator Training Complete
5. MOBILE Live – November 12 (1 Day)
6. FIRE Live – December 11 (1 Day)
7. Data-Driven Server ordered for Field Reporting Software.
Delivered and installed. Go live on Data Driven scheduled for Sept.4
8. PDA/Redfly mobile companion distribution planned to occur in July
Distribution occurred as scheduled.

Included in this timeline are multiple training modules that are web based and classroom based. We continue to have team meetings; Information Services is coordinating with VisionAir and Data-Driven engineers for installation of hardware and software packages.

Fire Department

Fire Station Seven

Craig Dye

August 26, 2009

The station is being bricked and the exterior is covered. We can't wait until the tower is put up. It is shaping up nicely. Furniture and other items are being ordered. The station is still on track for opening the first part of October.

Anyone wishing to visit the project site please schedule a time with the Fire Department. HELMETS ARE REQUIRED.

Finance Department

Sewer Tap Fees

Jim Demming

August 25, 2009

Approximately 50 notification letters were mailed to property owners in the Rock Springs area informing them of the availability of sanitary sewers and the requirements for connecting to the system. The letter also provided information regarding the applicable fees and available financing option for the tap fee. Through August 25th, seventeen affected property owners have paid the tap fee to proceed forward with connecting to the system. In addition, five property owners in the Bloomingdale area have opted to utilize the financing option to fund the tap fee.

Engineering

Gibson Mill Road Realignment

Hank Clabaugh

August 13, 2009

Thomas has completed the final road grading and subgrade compaction on all road beds.

The curb and gutter and sidewalk are complete on the new Holston Valley connector road, which will be named Ravine Road. The asphalt binder has been installed on new Holston Valley connector road (Ravine Road). Final completion of this road will coincide with the closing of Ravine Road at Cassel Drive with the cul-de-sac. This roadway will be renamed Cherokee Village Drive.

Work is complete on the curb, gutter, and sidewalks on Cassel Drive. Asphalt binder and topping of this road will occur over the next two weeks. Cassel Drive will be open to traffic by the end of August.

The installation of all the steel work for the bridge deck is complete. Pouring of the concrete deck will start next week and take approximately two weeks to complete. This work is for Contract 1.

The Greenbelt pedestrian bridge is complete and the old pedestrian bridge has been demolished.

The existing/old Ravine Road (Cherokee Village Drive) will be permanently closed with a cul-de-sac on September 1. The City and Hospital have sent out information about this closing. The cul-de-sac construction will begin at the first of September.

Engineering

Gibson Mill Road Realignment (continued)

Thomas Construction Co. is the contractor for both contracts (Contract 1 – Wellmont; Contract 2 – City).

Final completion on Contract 1 is expected by the end of September.

Netherland Inn Bridge

Gary Dault

August 26, 2009

Work left at this point includes installing the light poles on the bridge and replacing some of the guardrail.

Water/Sewer

Automated Meter Reading

Chad Austin

August 26, 2009

Approximately 30,000 (of approx. 35,000) meters have been changed out thus far. Project is on schedule and expected to be completed by end of October.

The majority of the large meters have been rebuilt. We should see good results from them in the coming months.

The contractor has begun the reinstallation of the leak detection devices.

***Rock Springs Area
Waterline Upgrades***

Chad Austin

August 26, 2009

Project is complete except for punch list items.

Airport Parkway Water Tank Rehab.

Chad Austin

August 26, 2009

Work has begun on the tank. The inside has been sandblasted and primer applied. Work is progressing on the outside.



Development Services

Cook's Point

Rack Cross

August 13, 2009

Cook's Point was visited by staff for the purpose of photographs and general observation. After much rain minimal mud is present on street. Staff engineer Dan Wankel reported after a site visit during a recent rain that the storm water drainage system was functioning as designed. Developer Erik Fritz is having street lights installed in Phase Three area of Cook's Point PD.

Leisure Services

Parks & Recreation

Dog Park

Chris McCartt

August 28, 2009

AEP is scheduled to install the electrical service next week. Upon completion the facility will be open.

Parks & Recreation

Greenbelt

Kitty Frazier

August 25, 2009

Construction continues on schedule. The sidewalk along Roller Street has been replaced with an asphalt Greenway connector and concrete abutments have been poured for the Reedy Creek bridge.

Kingsport Public Library

Helen Whittaker

August 24, 2009

Johnson City Public Library had an article in our paper Sunday about their usage – so here's some info about ours!

Usage at the Kingsport Public Library was up in all areas this past fiscal year. Circulation increased 12.7% from 210,476 to 237,369 (Kingsport allows patrons to check out their books for 28 days.) Library visits also increased by 8.2%. But the three biggest increases were in the number of patrons by 32%, Internet use by a whopping 82.3% and the number of library programs increasing by an amazing 108%.

Part of the reason for the increase in Internet use is there are more people who are looking for jobs and many businesses accept only online job applications. The library has special resume software on their computers on the fourth level . We also have a volunteer who assists one-on-one with resumes, cover letters and networking. While the patrons are in the library, they can also use materials from our Job and College Resource Center, or many of our online job hunting resources.

The big jump in the number of library programs is due, in most part, to the Smithsonian Exhibit, *Earth From Space*, which the library hosted last winter.

A total of 1,744 students viewed the exhibit and 190 people attended the special programs.

The average increase in library attendance during this time was 29%. Library staff is busy planning for their next Smithsonian Exhibit, *Native Words, Native Warriors*, which will be on display July 24, 2010 through October 3, 2010. This display is about the Native American code talkers. Several guest speakers, including the daughter of one of the original 29 Navajo code talkers, will be appearing at the library.

The number of programs was larger this year also because of a new program we started with six Certified Therapy Dogs – our Paws to Read program. Reading sessions are one-on-one with the dog (the trainer is also present) and last 15 minutes. Pre-registration is strongly recommended because doggie spots are limited. This program is free and is for independent readers in grades 1-5. Reading times are offered in the day, evening and on Saturdays. Spots are still available for August.

In October we will be offering weekly family night programs on Monday nights. The first three Mondays will be family stories and the fourth Monday of each month will be family gaming, using our Xbox360s, Wii and board games. We are also offering more computer instruction classes in the fall. Details about the computer classes can be found online at www.kingsportlibrary.org. Spaces are limited for the computer classes and you are encouraged to pre-register.



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

**Tuesday, September 1, 2009
Large Court Room – 2nd Floor, City Hall
7:00 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman C. K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Tom C. Parham
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION –Mike Beverly, Minister – Indian Springs Christian Church

III. ROLL CALL

IV. RECOGNITIONS AND PRESENTATIONS

V. APPROVAL OF MINUTES

1. August 17, 2009 Regular Work Session
2. August 18, 2009 Regular Business Meeting

VI. COMMUNITY INTEREST ITEMS**AA. PUBLIC HEARINGS****COMMENT**

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for the Harbor Chapel/Cooks Valley Road Improvement Project (AF:298 -2009)
 - Ordinance – First Reading
2. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase II Section 1 and an Ordinance to Appropriate the Funds (AF:295 -2009)
 - Resolution
 - Ordinance – First Reading
3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Terry Orth Related to Autumn Woods Phase II and Consideration of an Ordinance to Appropriate the Funds (AF:297 -2009)
 - Resolution
 - Ordinance – First Reading
4. Consideration of an Ordinance to Transfer Funds from the Kingsport Higher Education Center Project (GP0726) to Fund the Workforce Consultant (AF:222 -2009)
 - Ordinance – First Reading
5. Consideration of an Ordinance to Appropriate Funding Received Through the Tennessee Department of Transportation's "Roadscapes" Grant Program (AF:300 -2009)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of Ordinances to Annex/Amend Zoning of the RS5 Annexation (AF: 266 -2009)
 - Ordinance (Annexation) - Second Reading and Final Adoption
 - Ordinance (Zoning) – Second Reading and Final Adoption

2. Consideration of Ordinances to Annex/Amend Zoning of the RS6 Annexation (AF: 267 -2009)
 - Ordinance (Annexation) - Second Reading and Final Adoption
 - Ordinance (Zoning) – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply For and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC of Solid Waste Management Division) (AF:293 -2009)
 - Resolution
2. Consideration of a Resolution Authorizing the Re-imbursement of Materials Agreement Funds to Terry Orth for Autumn Woods Phase I Development (AF:296-2009)
 - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute a Guaranteed Max Price Agreement with Camp Dresser and McKee Provide Procurement and Construction Management Services for UV Disinfection at the Wastewater Treatment Plant (AF:301-2009)
 - Resolution
4. Consideration of a Resolution Authorizing the Re-imbursement of Materials Agreement Funds to Rob McLean for Stapleton Drive Phase I Development (AF: 302-2009)
 - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 299-2009)
 - Resolution
6. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Dr. William Locke for Consultation Service Relating to the Kingsport Higher Education Center (AF: 294-2009)
 - Resolution

E. APPOINTMENTS

VII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion in the form listed. If discussion is desired by either the Board or the audience, the item in question will be removed from the Consent Agenda and considered separately.

1. Consideration of an Ordinance Amending the Current City Code to Increase the Reserve Police Officer Force Capacity from 20 to 25 Officers (AF: 278 -2009)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance to Establish a Budget for State Revolving Loan/American Reinvestment and Recovery Act Projects (AF: 282 -2009)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Appropriate the Funds to the Arts Council of Greater Kingsport for the Kingsport Public Art Program (AF: 287 -2009)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance Appropriating Funds Received from the American Recovery and Reinvestment Act, Section 5307 Federal Transit Administration Grant from the Department of Transportation (AF: 289 -2009)
 - Ordinance – Second Reading and Final Adoption
5. Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Justice Assistance Grant Program (JAG) in the Amount of \$165,759.00 for the Purchase of Equipment and Technology (AF: 283 -2009)
 - Ordinance – Second Reading and Final Adoption
6. Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Office of Community Oriented Policing Services (COPS) in the Amount of \$939,012.00 to Hire and Employ 6 Police Officers for 3 Years (AF: 284 -2009)
 - Ordinance – Second Reading and Final Adoption
7. Consideration of an Ordinance Appropriating Additional Funds Received from the Virginia Department of Transportation for State Route 224 Corridor Study (AF: 288 -2009)
 - Ordinance – Second Reading and Final Adoption

VIII. COMMUNICATIONS

- A. CITY MANAGER
- B. MAYOR AND BOARD MEMBERS
- C. VISITORS

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

IX. ADJOURN

**WORK SESSION
MINUTES
WILL BE
EMAILED
AND
PLACED
AT THE
TABLE ON
AUGUST 31, 2009**

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 18, 2009, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh

Vice-Mayor Benjamin K. Mallicote

Alderman Larry A. Munsey

Alderman Tom C. Parham

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

- I. CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Christopher Carter of Boy Scout Troop 152.
- II.B. INVOCATION:** by Pastor Gary Bement of Bethel Presbyterian Church.
- III. ROLL CALL:** By City Recorder Jim Demming. Absent: Alderman Charles K. Marsh, Jr.

IV. RECOGNITIONS AND PRESENTATIONS.

A. KEEP KINGSFORT BEAUTIFUL AUGUST BEAUTIFICATION AWARD. Mr. Daren Bennett presented and narrated a pictorial slide presentation of landscapes showing several residences, a business, a redevelopment area and a church selected to receive Keep Kingsport Beautiful Award honors sponsored by Blue Ridge Properties for August 2009. Alderman Parham commended the award winners on their contributions to the attractive surroundings of Kingsport and presented award certificates to those honorees in attendance.

V. APPROVAL OF MINUTES.

Motion/Second: Mallicote/Joh, to approve minutes for the following meetings:

A. August 3, 2009 Regular Work Session

B. August 4, 2009 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 18, 2009**

AA. PUBLIC HEARINGS.

1. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS5 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 266-2009).

PUBLIC COMMENT ON ITEM VI.AA.1. None.

Motion/Second: Munsey/Mallicote, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS5 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

Motion/Second: Munsey/Parham, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD, FOXPORT ROAD, HIDDEN ACRES ROAD, AND HIDDEN PINES DRIVE TO R-1B, RESIDENTIAL DISTRICT IN THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

Motion/Second: Joh/Munsey, to pass:

Resolution No. 2010-048, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS5 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

2. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS6 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 267-2009).

PUBLIC COMMENT ON ITEM VI.AA.2. Mr. David Clark of 321 Raventree Drive, Kingsport, spoke in opposition to this annexation action because of restrictions imposed within City limits, such as not allowing the discharge of firearms as a means of animal control or the ability to have an open fire to burn.

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Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS6 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

Motion/Second: Parham/Joh, to pass, as amended:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PEPPERTREE DRIVE, PEPPERTREE COURT, RAVENTREE DRIVE, VALLEYDALE DRIVE, AND SUMPTER ROAD TO R-1B, RESIDENTIAL DISTRICT IN THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

Motion/Second: Shupe/Joh, to pass:

Resolution No. 2010-049, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS6 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

3. Public Hearing for Annexation Annual Plan of Services Report (AF: 276-2009). City Planner Forrest Koder provided this update report on the annual Plan of Services.

PUBLIC COMMENT ON ITEM VI.AA.3. None.

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of an Ordinance Amending the Current City Code to Increase the Reserve Police Officer Force Capacity from 20 to 25 Officers (AF: 278-2009).

Motion/Second: Shupe/Joh, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 54-61, INCREASING THE RESERVE POLICE FORCE FROM

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of the City of Kingsport, Tennessee, Tuesday, August 18, 2009**

NOT MORE THAN 20 VOLUNTEER MEMBERS TO NOT MORE THAN 25 VOLUNTARY MEMBERS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

2. Consideration of an Ordinance to Establish a Budget for State Revolving Loan/American Reinvestment and Recovery Act Projects (AF: 282-2009).

Motion/Second: Munsey/Joh, to pass:

AN ORDINANCE TO AMEND THE SEWER FUND AND THE SEWER PROJECT FUND BUDGETS BY ESTABLISHING THE BUDGETS FOR THE STATE REVOLVING LOAN/AMERICAN REINVESTMENT AND RECOVERY ACT PROJECTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

3. Consideration of a Resolution Approving an \$8,105.42 Donation from the Arts Council of Greater Kingsport for the Kingsport Public Art Program and Consideration of an Ordinance to Appropriate the Funds (AF: 287-2009).

Motion/Second: Joh/Parham, to pass:

Resolution No. 2010-050, A RESOLUTION ACCEPTING AN \$8,105.42 DONATION FROM THE ARTS COUNCIL OF GREATER KINGSPORT FOR THE KINGSPORT PUBLIC ART PROGRAM

Passed: All present voting "aye."

Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE ARTS COUNCIL OF GREATER KINGSPORT TO THE SCULPTURE WALK EXHIBITION PROJECT (NC0710); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

4. Consideration of an Ordinance Appropriating Funds Received From the American Recovery and Reinvestment Act, Section 5307 Federal Transit Administration Grant From the Department of Transportation (AF: 289-2009).

Motion/Second: Shupe/Mallicote, to pass:

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE DEPARTMENT OF TRANSPORTATION AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

5. Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Justice Assistance Grant Program (JAG)

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**in the Amount of \$165,759.00 for the Purchase of Equipment and Technology
(AF: 283-2009).**

Motion/Second: Shupe/Parham, to pass:

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE AND TO ESTABLISH THE JUSTICE ASSISTANCE GRANT PROJECT (JG1001); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**6. Consideration of an Ordinance to Appropriate Grant Funds
Approved by the Department of Justice, Office of Community Oriented Policing
Services (COPS) in the Amount of \$939,012.00 to Hire and Employ 6 Policy
Officers for 3 Years (AF: 284-2009).**

Motion/Second: Shupe/Mallicote, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**7. Consideration of an Ordinance Appropriating Additional Funds
Received From the Virginia Department of Transportation for State Route 224
Corridor Study (AF: 288-2009).**

Motion/Second: Parham/Joh, to pass:

AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING BUDGET BY APPROPRIATING ADDITIONAL FUNDS RECEIVED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

**1. Consideration of an Ordinance Establishing the FY10 Property
Tax Rate for City of Kingsport Sullivan and City of Kingsport Hawkins County
(AF: 230-2009).**

Motion/Second: Munsey/Parham, to pass:

ORDINANCE NO. 5877, AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSFORT, SULLIVAN COUNTY AND THE CITY OF KINGSFORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE

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COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE YEAR 2010; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

D. OTHER BUSINESS.

1. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1209 Morningside Circle for the Kingsport City School System (AF: 280-2009).

Motion/Second: Joh/Munsey, to pass:

Resolution No. 2010-051, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE PURCHASE OF PROPERTY LOCATED AT 1209 MORNINGSIDE CIRCLE

Passed: All present voting "aye."

2. Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects (AF: 286-2009).

Motion/Second: Parham/Joh, to pass:

Resolution No. 2010-052, A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSFORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 7TH, 10TH, 11TH, 12TH, 13TH, 14TH AND 15TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE AND THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY, TENNESSEE

Passed: All present voting "aye."

3. Consideration of a Resolution Authorizing the Mayor to Execute a Contract With Girls Incorporated of Kingsport for Transportation Services (AF: 285-2009).

Motion/Second: Munsey/Joh, to pass:

Resolution No. 2010-053, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GIRLS INCORPORATED FOR TRANSPORTATION SERVICES OPERATED THROUGH CITY OF KINGSFORT AREA TRANSIT SERVICES FOR THE PERIOD AUGUST 10, 2009 THROUGH MAY 19, 2010

Passed: All present voting "aye."

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4. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the Kingsport Office of Small Business and Entrepreneurship for Services in Fiscal Year 2009-2010 Benefiting the General Welfare of Kingsport Residents (AF: 290-2009).

Motion/Second: Shupe/Munsey, to pass:

Resolution No. 2010-054, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE KINGSFORT CHAMBER FOUNDATION, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the Mayor to Execute a Letter Required Applying for Qualified School Construction Bonds (AF: 292-2009).

Motion/Second: Mallicote/Joh, to pass:

Resolution No. 2010-055, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER TO THE TENNESSEE STATE SCHOOL BOARD AUTHORITY PLEDGING SECURITY FOR QUALIFIED SCHOOL CONSTRUCTION BONDS

Passed: All present voting "aye."

E. APPOINTMENTS. None.

VII. CONSENT AGENDA.

Consent Agenda items are considered under one motion.

Motion/Second: Munsey/Parham, to adopt:

1. Consideration of Approval of Offers for Easements and Rights-of-Way for the Clerk Road and New Beacon Well Road Improvement Project (AF: 281-2009).

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE CLEEK ROAD AND NEW BEASON WELL ROAD IMPROVEMENT PROJECT

Passed: Joh, Mallicote, Munsey, Parham, Shupe and Phillips voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. City Manager Campbell stated he had received a letter from FunFEST Director, Lucy Fleming, thanking the City for its employee contributions to the event's success. Mr. Campbell also mentioned the United Way fundraising which is currently underway and encouraged Board members and citizens to give generously.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 18, 2009**

B. MAYOR AND BOARD MEMBERS. Alderman Joh mentioned the August 2009 *Southern Living* article on Kingsport's Greenbelt which commends Parks and Recreation Manager, Kitty Frazier. Mayor Phillips also thanked Alderman Parham for his long-time involvement in development of the Greenbelt.

Alderman Parham shared that he attended a meeting last week with people of a variety of business backgrounds from a sister city and was told that Kingsport citizens and City staff are great to work with.

Mayor Phillips reminded the audience that Friday, August 28, 2009, at 1:30 p.m. is the ribbon-cutting of the Higher Ed Center and encouraged all to attend because he sees this opening as one of the highlights of the century for Kingsport regarding educational progress. He added that Dr. Milnor of the University of Tennessee (UT) was in Kingsport today to check on the center and show that UT continues to be very supportive of this higher education center in spite of the university's budget cuts and fund shortages. The Mayor also emphasized that, although Dr. Locke has retired as NE State's president, he continues and will continue to be very involved with the center.

City Attorney Billingsley commended Mayor Phillips on his tenacity and dogged determination in seeing this center become a reality in Kingsport and deserves a substantial amount of credit for the tremendous asset this center will be for years to come.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:18 p.m.

ELIZABETH A. GILBERT
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for the Harbor Chapel/Cooks Valley Road Improvement Project

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-298-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 22, 2009
 Staff Work By: R. Trent, H. Clabaugh
 Presentation By: M. Billingsley

Recommendation: Approve the Ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Harbor Chapel/Cooks Valley Road Improvement Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Harbor Chapel/Cooks Valley Road Improvement Project.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

Harbor Chapel/Cooks Valley Road Improvement Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase II Section 1 and an Ordinance to Appropriate the Funds

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-295-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 22, 2009
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the resolution and ordinance

Executive Summary:

In an effort to promote smart growth and infield development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase II Section 1, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$28,082.37 for a new 16 lot development.

To date, including this development, the program has supported 685 new/proposed lots within the City of Kingsport. Of those lots, 23 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Map
6. Development Chart

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH THE EDINBURGH GROUP, LLC FOR THE PROVISION OF CERTAIN WATER AND SEWER MATERIALS BY THE CITY FOR EDINBURGH SUBDIVISION – PHASE II, SECTION I

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, The Edinburgh Group, LLC desires to enter into a Materials Agreement, in the amount of \$28,082.37, with the city for provision of certain water and sewer materials by the city for Edinburgh Subdivision – Phase II, Section I; and

WHEREAS, approval of the Materials Agreement will promote smart growth and infield development and encourage the new housing market within the city's corporate limits.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a Materials Agreement in the amount of \$28,082.37 with The Edinburgh Group, LLC for the provision of certain water and sewer materials by the city for Edinburgh Subdivision – Phase II, Section I.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE II SECTION 1 MATERIALS AGREEMENT PROJECTS (SW0856 AND WA0856); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by transferring \$14,275 from the Water Fund operating budget and by transferring \$11,371 from the Sewer Fund operating budget to the Edinburgh Phase 2 projects (WA0856 and SW0856) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451
Edinburgh Phase 2 (WA0856)

Revenues

451-0000-391-4500 From the Water Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
0	14,275	14,275
<u>0</u>	<u>14,275</u>	<u>14,275</u>

Expenditures:

451-0000-605-9003 Improvements

Totals:

0	14,275	14,275
<u>0</u>	<u>14,275</u>	<u>14,275</u>

Account Number/Description:

Sewer Project Fund:452
Edinburgh Phase 2 (SW0856)

Revenues

452-0000-391-4200 From the Sewer Fund

Totals:

0	11,371	11,371
<u>0</u>	<u>11,371</u>	<u>11,371</u>

Expenditures:

452-0000-606-9003 Improvements

Totals:

0	11,371	11,371
<u>0</u>	<u>11,371</u>	<u>11,371</u>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ELIZABETH A GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____
PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 1st day of September, 2009, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburgh Phase II Section 1, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 700 LF of Waterline to construct and 1,100 LF of Sewerline.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$28,082.37. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

Dennis R. Phillips, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

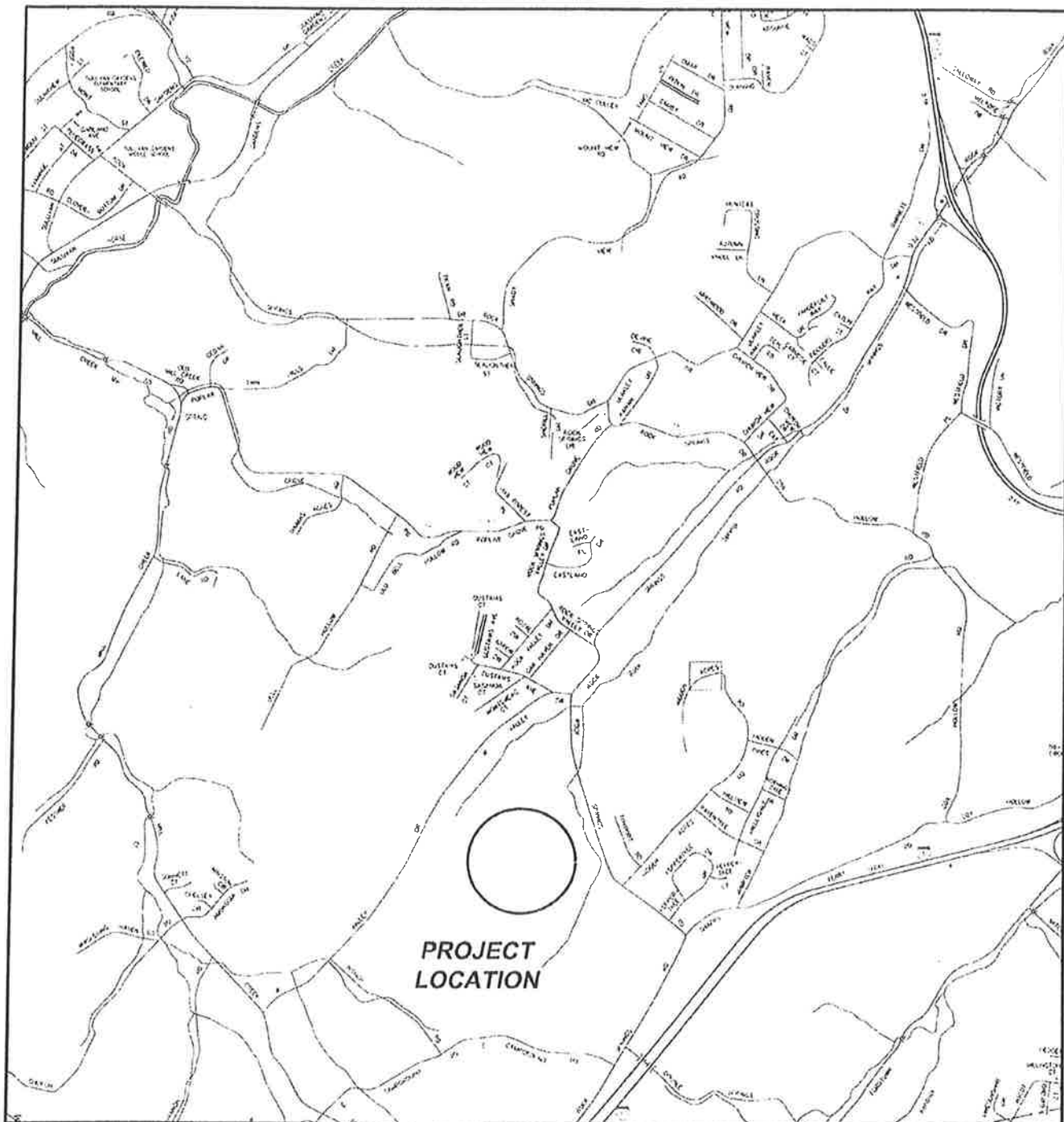
Materials Agreement

Project:	Edinburgh Phase 2 Section 1
Date:	August 21, 2009
Developer:	Danny Karst

[illegible]

Materials Agreement

[illegible]



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ALL BEARINGS KGRN
(KINGSFORD GEODETIC
REFERENCE NETWORK)



EDINBURGH DEVELOPMENT PHASE 2 - SECTION 1

AUGUST 21, 2009

NO SCALE

Materials Agreement Development Chart

Developer	Development	Agreement Amount	Date	Status
Butch Rose	Hillcrest Heights	\$5,140.09	6/19/07	Closed
	Windridge Phase IV	\$92,202.29	4/15/08	Open
Jeff McKee	Settler's Ridge Phase I	\$45,344.29	3/20/07	Closed
	Settler's Ridge Phase II	\$18,822.89	11/06/07	Closed
Edinburgh Group LLC	Edinburgh Phase I	\$42,867.62	2/19/07	Closed
	Edinburgh Phase I, Section 2	\$25,205.92	4/17/07	Closed
	Edinburgh Phase	\$36,122.45	10/2/07	Open
Jerry Petzoldt	Old Island Phase II	\$118,027.86	5/6/08	Closed
Jim Nottingham	Riverwatch	\$47,605.13	4/15/08	Closed
Harold Slemph Jack McMurray	Villas at Andover	\$76,522.72	8/7/07	Closed
George Hunt	Hunts Crossing Phase II	\$18,375.20	4/15/08	Open
Rob McLean	Anchor Point	\$72,552.51	7/15/08	Open
Ken Bates	Chase Meadows Phase I	\$39418.91	7/15/08	Closed
Rob McLean	Anchor Point – Topsail Court	\$3,816.08	8/5/08	Open
Ken Bates	Chase Meadows Phase II	\$68,096.96	08/19/08	Closed
Rob McLean	Stapleton Dr Phase I	\$8,757.81	08/19/08	Open
Terry Orth	Autumn Woods Phase I	\$30,628.25	10/07/08	Open
Danny Karst	Edinburgh Phase II Section 1	\$28,082.37	09/01/09	Open
Total		\$777,589.35		



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Terry Orth Related to Autumn Woods Phase II and Consideration of an Ordinance to Appropriate the Funds

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-297-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 22, 2009
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the resolution and ordinance

Executive Summary:

In an effort to promote smart growth and infield development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Terry Orth has requested that his proposed development, Autumn Woods Phase I, be allowed to participate in the material agreement program. The total amount of the agreement is proposed at \$97,091.46 for a new 51 lot development.

To date, including this development, the program has supported 736 new/proposed lots within the City of Kingsport. Of those lots, 23 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Map
6. Development Chart

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MATERIALS AGREEMENT WITH TERRY ORTH FOR THE
PROVISION OF CERTAIN WATER AND SEWER MATERIALS BY
THE CITY FOR AUTUMN WOODS – PHASE II

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Terry Orth desires to enter into a Materials Agreement, in the amount of \$97,091.46, with the city for provision of certain water and sewer materials by the city for Autumn Woods – Phase II; and

WHEREAS, approval of the Materials Agreement will promote smart growth and infield development and encourage the new housing market within the city's corporate limits.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a Materials Agreement in the amount of \$97,091.46 with Terry Orth for the provision of certain water and sewer materials by the city for Autumn Woods – Phase II.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE AUTUMN WOODS PHASE II MATERIALS AGREEMENT PROJECTS (SW1068 AND WA1068); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by transferring \$49,886 from the Water Fund operating budget and by transferring \$38,782 from the Sewer Fund operating budget to the Autumn Woods Phase II projects (WA1068 and SW1068) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451
Autumn Woods Phase II (WA1068)
Revenues

451-0000-391-4500 From the Water Fund
Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
0	49,886	49,886
0	49,886	49,886

Expenditures:

451-0000-605-9003 Improvements
Totals:

0	49,886	49,886
0	49,886	49,886

Account Number/Description:

Sewer Project Fund:452
Autumn Woods Phase II (SW1068)
Revenues

452-0000-391-4200 From the Sewer Fund
Totals:

0	38,782	38,782
0	38,782	38,782

Expenditures:

452-0000-606-9003 Improvements
Totals:

0	38,782	38,782
0	38,782	38,782

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 1st day of September, 2009, by and between Terry Orth, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Autumn Woods Phase II, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 2900 LF of Waterline to construct and 2,750 LF of Sewerline.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$97,091.46. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

Dennis R. Phillips, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

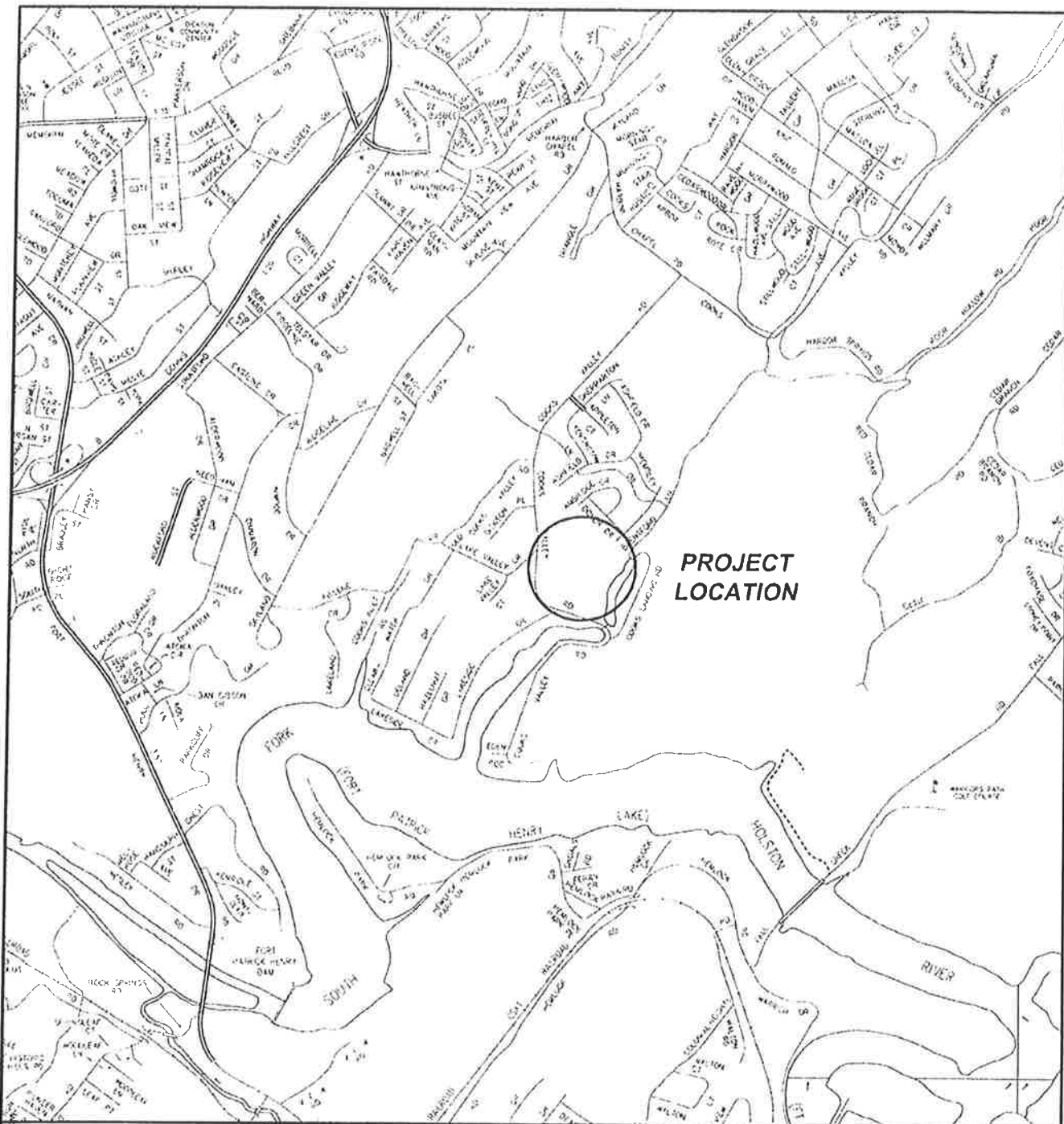
Project: Autumn Woods Phase 2
 Date: August 24, 2009
 Developer: Terry Orth

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6" x 18" DI pushon pipe	162.00	jt	\$205.00	\$33,210.00
41828	6" Mj Di accessory kit	18.00	ea	\$15.00	\$270.00
42115	3.6' bury hydrant	6.00	ea	\$1,250.00	\$7,500.00
40845	6" joint restraint kit	71.00	ea	\$27.00	\$1,917.00
42545	6" x 11.25 deg bend	4.00	ea	\$38.00	\$152.00
42555	6" x 22.5 deg bend	15.00	ea	\$41.00	\$615.00
42550	6" x 45 deg bend	2.00	ea	\$50.00	\$100.00
42325	6" mj gate valve	13.00	ea	\$410.00	\$5,330.00
42845	6" x 18" mj anchoring coupling	6.00	ea	\$90.00	\$540.00
43032	6" x 6" x 6" anchoring tee	2.00	ea	\$99.00	\$198.00
41951	6" to 2" Tapped Plug	1.00	ea	\$28.00	\$28.00
41950	6" mj plug	1.00	ea	\$26.00	\$26.00
	Receipt To:				
Subtotal:	451-0000-208-1250				\$49,886.00
Sales Tax:	451-0000-207-0201			9.50%	\$4,739.17
Project #	WA1068			Water Total:	\$54,625.17
	Expense To:				
Water acct. #	451-0000-605-9003				



Materials Agreement

[illegible]



ALL BEARINGS KGRN
(KINGSFORD GEODETIC
REFERENCE NETWORK)



AUTUMN WOODS SUBDIVISION - PHASE 2

AUGUST 21, 2009

NO SCALE

Materials Agreement Development Chart

Developer	Development	Agreement Amount	Date	Status
Butch Rose	Hillcrest Heights	\$5,140.09	6/19/07	Closed
	Windridge Phase IV	\$92,202.29	4/15/08	Open
Jeff McKee	Settler's Ridge Phase I	\$45,344.29	3/20/07	Closed
	Settler's Ridge Phase II	\$18,822.89	11/06/07	Closed
Edinburgh Group LLC	Edinburgh Phase I	\$42,867.62	2/19/07	Closed
	Edinburgh Phase I, Section 2	\$25,205.92	4/17/07	Closed
	Edinburgh Phase	\$36,122.45	10/2/07	Open
Jerry Petzoldt	Old Island Phase II	\$118,027.86	5/6/08	Closed
Jim Nottingham	Riverwatch	\$47,605.13	4/15/08	Closed
Harold Slemph Jack McMurray	Villas at Andover	\$76,522.72	8/7/07	Closed
George Hunt	Hunts Crossing Phase II	\$18,375.20	4/15/08	Open
Rob McLean	Anchor Point	\$72,552.51	7/15/08	Open
Ken Bates	Chase Meadows Phase I	\$39418.91	7/15/08	Closed
Rob McLean	Anchor Point – Topsail Court	\$3,816.08	8/5/08	Open
Ken Bates	Chase Meadows Phase II	\$68,096.96	08/19/08	Closed
Rob McLean	Stapleton Dr Phase I	\$8,757.81	08/19/08	Open
Terry Orth	Autumn Woods Phase I	\$30,628.25	10/07/08	Open
Danny Karst	Edinburgh Phase II Section 1	\$28,082.37	09/01/09	Open
Terry Orth	Autumn Woods Phase II	\$97,091.46	09/01/09	Open
Total		\$874,680.81		



AGENDA ACTION FORM

Consideration of an Ordinance to Transfer Funds from the Kingsport Higher Education Center Project (GP0726) to Fund the Workforce Consultant

To: Board of Mayor and Aldermen
 From: John Campbell, City Manager

Action Form No.: AF-222-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 22, 2009
 Staff Work By: Smith/Campbell
 Presentation By: Campbell

Recommendation:

Approve the Ordinance.

Executive Summary:

The need for a workforce consultant was presented at the August 17th work session. It was recommended that the city contract with Bill Locke as the City's workforce development director.

A copy of the memo that was presented at the last work session describing some of the responsibilities of the consultant is enclosed.

Staff is recommending to hire the workforce consultant from the General Fund operating budget and replenish the funds from the Kingsport Higher Education Center project (GP0726).

This ordinance will transfer the funds from the Higher Education Center to the General Fund operating budget. The transfer amount is \$35,000.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL
PROJECT FUND BUDGET BY TRANSFERRING
FUNDS FROM THE KINGSPORT HIGHER
EDUCATION PROJECT TO THE GENERAL FUND;
AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budget be amended by transferring funds from the Kingsport Higher Education Project (GP0726) in the amount of \$35,000 to replenish the operating budget to fund the workforce consultant.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Higher Education Center (GP0726)			
Revenues:	\$	\$	\$
311-0000-331-3200 Federal Revenue/ARC	50,000	0	50,000
311-0000-331-3401 EDA Grant/Public Investment	1,850,000	0	1,850,000
311-0000-364-2000 From Corporations	10,000	0	10,000
311-0000-368-1031 G.O. Pub. Improv. Series 2007	700,000	0	700,000
311-0000-368-1034 Bond Proceeds/Series 2008 B.G.O.	10,714,726	0	10,714,726
311-0000-391-0100 From General Fund	1,486,922	(35,000)	1,451,922
Totals:	14,811,648	(35,000)	14,776,648
Expenditures:	\$	\$	\$
311-0000-601-1010 Salaries	1,219	326	1,545
311-0000-601-1020 Social Security	87	22	109
311-0000-601-1030 Health Ins	178	81	259
311-0000-601-1040 Retirement	203	54	257
311-0000-601-1050 Life Ins	9	5	14
311-0000-601-1052 Long Term Disability	7	0	7
311-0000-601-1060 Workmen's Comp	45	13	58
311-0000-601-1061 Unemployment	1	0	1
311-0000-601-2020 Professional Consultant	0	35,000	35,000
311-0000-601-2022 Construction Contracts	61,532	26,273	87,805
311-0000-601-2023 Arch/Eng/Landscaping	1,186,627	0	1,186,627
311-0000-601-2097 State Reviews & Permits	50	0	50
311-0000-601-4041 Bond Sale Expense	163,708	0	163,708
311-0000-601-9001 Land	1,506,417	750	1,507,167
311-0000-601-9002 Buildings	10,193,759	247,902	10,441,661
311-0000-601-9003 Improvements	620,356	(345,426)	274,930
311-0000-601-9012 LEED Green Building	1,077,450	0	1,077,450
Totals:	14,811,648	(35,000)	14,776,648

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

ELIZABETH A GILBERT
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Memorandum

To: John Campbell
From: Dennis Phillips
Date: 8/14/2009
Re: Workforce Consultant

The City has invested, over the past few years, a substantial sum of money in furthering our economic development strategy of creating a highly skilled labor force. Becoming a "Smart City" through easy access to higher education is not only a proven path for our city's growth it is also a quality of life issue for our citizens of all ages.

Providing buildings for area colleges and universities was the all important first step toward that goal, but buildings alone will not ensure our ultimate success. With the opening of the Kingsport Higher Education Center, we are moving into a critical new phase of our development strategy. It is imperative that we have a workforce champion on board to help guide our initiative through the next phase of filling the buildings with students. I am recommending that we contract with Bill Locke as the city's workforce development director for a period of two years beginning September 1, 2009.

Bill's responsibilities would include the following:

1. Assessing area business needs and coordinating with the Centers' partners to align programming with needs.
2. Meeting with other area colleges who may have unique degree programs to offer the region's workforce.
3. Collaborating with area school systems to assist in aligning our current high school curriculum with future workforce and academic needs.
4. Acting as a spokesperson to local and outside groups for the city's imitative and explaining its importance to our future development.
5. Research potential grants that may be available from the education side.

I suggest that Bill would make quarterly reports to the BMA of his activities including individuals and groups he has met with; college programs, proposed and under consideration; enrollment figures and the like from the downtown programs; and issues and concerns with the centers operations.

The start up of a new campus is a critical moment. I believe the city needs a dedicated, deliberate and highly experienced person, who is focused on getting this center off to the best possible start. We are fortunate to have Bill Locke available at this time to assist the city during this start up period and I highly recommend that we use his expertise to assist us.

I would propose a two year contract at \$35,000 per year beginning September 1, 2009.

I have discussed this at length with Dr. Janice Gilliam and she is very excited that the City is considering this.



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding Received Through the Tennessee Department of Transportation's "Roadscapes" Grant Program

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-300-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009
 Final Adoption: September 22, 2009

Staff Work By: Bill Albright, Judy Smith,
 Lewis Bausell
 Presentation By: Bill Albright / Lewis Bausell

Recommendation:

Approve budget ordinance.

Executive Summary:

Last year the City applied for funds through a new grant program entitled "Tennessee Roadscapes", which is sponsored by the Federal Highway Administration, in cooperation with the Tennessee Department of Transportation. The program, which is a spin-off of the long-running Enhancement Grant Program (Greenbelts, Bikeways, Downtown Streetscaping), focuses on beautifying major roadways, particularly urban gateways along state routes, throughout the State of Tennessee. The City recently received word from TDOT that we had been awarded \$31,600 to beautify the interchanges of Ft. Henry Dr. (SR 36) at John B. Dennis (SR 93), Memorial Boulevard (SR 126) at John B. Dennis (SR 93), and Stone Drive (SR 1) at Netherland Inn Road. In last year's application process, the BMA's action authorized submittal of the application as well as execution of the grant contract. However, now that the grant has been secured, authorization for the appropriation of funds and a budget is required in order for the project to be implemented. Note the federal portion of the grant, or \$31,600, requires a 20% local match or \$7,900. The local match will be provided through Keep Kingsport Beautiful's Tree Fund. It is anticipated that the City will participate by providing crews to assist in planting the items selected for the interchanges. The project budget totaling \$39,500 is attached.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: yes

Y N O

Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Metropolitan Transportation Planning Organization's budget be amended by appropriating grant funds from the Tennessee Department of Transportation in the amount of \$31,600 for the 'Roadscapes' program. The program provides funding for landscaping at major roadways. Keep Kingsport Beautiful will donate \$7,900 which is the 20% required local match.

Account Number/Description:

Fund 122: Metropolitan Planning Organization Fund

MPOT10

Revenues:

122-0000-337-5210 Fed Thru State/FHWA
122-0000-364-3000 From Non-Profit Groups

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
----------------------	---------------------------------	--------------------------

\$	\$	\$
0	31,600	31,600
0	7,900	7,900
0	39,500	39,500

Expenditures:

122-0000-609-2022 Construction
122-0000-609-3051 Landscaping

Totals:

0	3,000	3,000
0	36,500	36,500
0	39,500	39,500

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the RS5 Annexation

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF: 266-2009
 Work Session: August 17, 2009
 First Reading/ (Public Hearing Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: K. Weems
 Presentation By: K. Weems

Recommendation:

- Approve ordinance for the RS5 annexation
- Approve ordinance amending the zoning ordinance for the RS5 annexation

Executive Summary:

This is the "RS5" annexation of approximately 64 acres along Foxport Rd, Hidden Acres Rd, and Hidden Pines Dr. with an approximate population of 150 residents (single family use). The current county zoning of the area is R-1 (Single Family Residential). The proposed city zoning for the area is R-1B (Single Family Residential). Both water and sanitary sewer require an upgrade for this annexation. During their July 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received opposition from one resident of the affected area as of July 29, 2009 (the opposing property owner voiced opposition via telephone prior to the Planning Commission meeting). The Notice of Public Hearing was published on August 3, 2009.

Attachments:

1. Staff Report
2. ~~Notice of Public Hearing~~
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. ~~Resolution~~
7. Map

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**AGENDA ACTION FORM****Consideration of Ordinances to Annex/ Amend Zoning of the RS6 Annexation**

To: Board of Mayor and Aldermen

From: John G. Campbell, City Manager

Action Form No.: AF: 267-2009

Work Session: August 17, 2009

First Reading/ (Public Hearing Held):
August 18, 2009

Final Adoption: September 1, 2009

Staff Work By: K. Weems

Presentation By: K. Weems

Recommendation:

- Approve ordinance for the RS6 annexation
- Approve ordinance amending the zoning ordinance for the RS6 annexation

Executive Summary:

This is the "RS6" annexation of approximately 69 acres along Peppertree Drive, Peppertree Court, Raventree Drive, Valleydale Drive, and Sumpter Road with an approximate population of 250 residents (single family use). The current county zoning of the area is R-1 (Single Family Residential). The proposed city zoning for the area is R-1B (Single Family Residential). Both water and sanitary sewer require an upgrade for this annexation. During their July 2009 regular meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received opposition from two residents of the affected area as of July 29, 2009 (both opposing property owners voiced opposition during the Planning Commission meeting). The Notice of Public Hearing was published on August 3, 2009.

Attachments:

1. Staff Report
2. ~~Notice of Public Hearing~~
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. Resolution
7. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply For and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Management Division

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-293-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: Ronnie Hammonds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Public Works Department is eligible to apply for a Solid Waste Recycling Rebate Grant in the amount of \$3,310.00 toward reimbursement in operating the recycling program. Funds spent towards recycling education, collections, and transport during July 1, 2009 through June 30, 2010 will be eligible for reimbursement. The required dollar for dollar match will come from the purchase of recycling bins, staff salaries and partnership materials for Keep Kingsport Beautiful.

Attachments:

1. Resolution

Funding source appropriate and funds are available: N/A

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SOLID WASTE RECYCLING REBATE GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION SOLID WASTE MANAGEMENT DIVISION

WHEREAS, the city desires to apply for and receive a rebate grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division; and

WHEREAS, the rebate grant will provide reimbursement in the recycling program for certain items such as recycling education, collections, and transport from July 1, 2009 through June 30, 2010; and

WHEREAS, the amount of the solid waste recycling rebate grant is \$3,310.00; and

WHEREAS, the required one to one match will come from the purchase of recycling bins, staff salaries and partnership materials fro Keep Kingsport Beautiful;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Solid Waste Recycling Rebate grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Re-imbursement of Materials Agreement Funds to Terry Orth for Autumn Woods Phase I Development

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-296-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the resolution

Executive Summary:

In an effort to promote smart growth and infield development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into a Materials Agreement with Terry Orth related to Autumn Woods Phase I (AF-315-2009) in the amount of \$30,628.25. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$28,588.47.

To date, including this development, the program has supported 644 new/proposed lots within the City of Kingsport. Of those lots, 23 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO TERRY ORTH FOR THE
AUTUMN WOODS SUBDIVISION PHASE I DEVELOPMENT**

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Terry Orth entered into a Materials Agreement, in the amount of \$30,628.25, with the city for provision of certain water and sewer materials by the city for the Autumn Woods Subdivision Phase I Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$28, 588.47 for the Autumn Woods Subdivision Phase I Development;

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That reimbursement of Material Agreement funds, in the amount of \$28, 588.47 to Terry Orth for the Autumn Woods Subdivision Phase I Development is approved.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement Close out

Project: Autumn Woods - Phase 1
 Date: August 26, 2009
 Developer: Terry Orth

Water line

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
41810	6" x 18' DIP push on	26.0	jt	\$224.59	\$5,839.34		\$0.00		\$0.00
40845	6" joint restraint kits	9.0	ea	\$23.50	\$211.50		\$0.00		\$0.00
42325	6" mj gate valve	3.0	ea	\$380.79	\$1,142.37		\$0.00		\$0.00
42148	6" tee tapped for 2"	2.0	ea	\$41.44	\$82.88		\$0.00		\$0.00
41951	6" plug w/2" tap	1.0	ea	\$16.52	\$16.52		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					Total Amount Returned:		\$0.00		
Project #	WA0966						Non-returned totals:		\$0.00
	Expensed To:								
Subtotal:	451-0000-605-9003				\$7,292.61				
				Subtotal less returns:	\$7,292.61				
	REVISED SALES TAX			9.50%	\$692.80				
	Amount paid and Receipted To:								
Subtotal:	451-0000-208-1250				\$7,856.00				
Sales Tax:	451-0000-207-0201			9.50%	\$746.32				
	Total Paid			Water Total:	\$8,602.32				
	Sales Tax Adjustment				-\$53.52				
Water	Refund Due Developer							Subtotal:	\$7,909.52
									\$7,909.52



Materials Agreement Close out

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
45003	8" x 13' sdr-35 gsktd sewer pipe	104.00	jt	\$40.04	\$4,164.16		\$0.00		\$0.00
45057	8" x 6" tee wye gsktd sewer	25.00	ea	\$24.78	\$619.50		\$0.00		\$0.00
45112	Manhole covers	10.00	ea	\$225.00	\$2,250.00		\$0.00		\$0.00
45221	24" conc. Cone	2.00	ea	\$227.50	\$455.00		\$0.00		\$0.00
45223	16" conc. Riser	2.00	ea	\$193.75	\$387.50		\$0.00		\$0.00
45224	32" manhole riser	2.00	ea	\$230.00	\$460.00		\$0.00		\$0.00
45226	Manhole base	10.00	ea	\$232.75	\$2,327.50		\$0.00		\$0.00
45218	32" concrete cone	8.00	ea	\$234.07	\$1,872.56		\$0.00		\$0.00
45230	4" grade ring riser	6.00	ea	\$191.25	\$1,147.50		\$0.00		\$0.00
45222	12" concrete riser	1.00	ea	\$155.00	\$155.00		\$0.00		\$0.00
45232	24" conc. Riser	2.00	ea	\$170.00	\$340.00		\$0.00		\$0.00
Project #	SW0966				Total Amount Returned:		\$0.00		
	Expensed To:								
Subtotal:	452-0000-606-9003				\$14,178.72		Non-returned Totals:		\$0.00
				Subtotal less returns:	\$14,178.72				
	REVISED SALES TAX			9.50%	\$1,346.98				
	Amount Paid and Receipted To:								
Subtotal:	452-0000-208-1250				\$20,115.00				
Sales Tax:	452-0000-207-0201			9.50%	\$1,910.93				
	Total Paid			Sewer Total:	\$22,025.93				
	Sales Tax Adjustment				-\$563.95				
Sewer	Refund Subtotal				\$20,678.95				
									\$28,588.47
							Total Refund Due Developer:		\$28,588.47

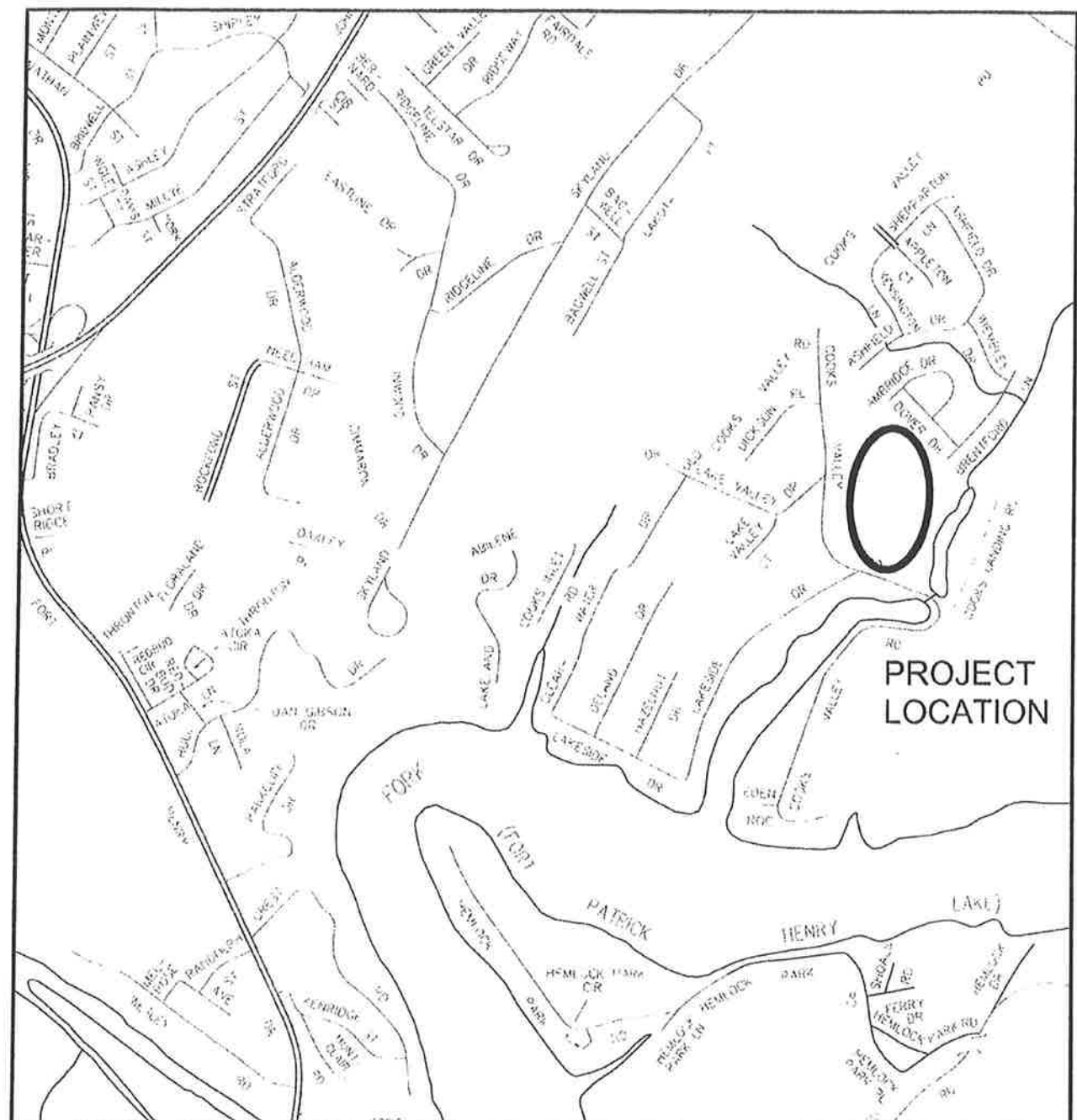
All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: _____ Date: _____

City of Kingsport Inspector: _____ Date: _____

Developer: _____ Date: _____





NORTH

**FIGURE 1 – PROJECT LOCATION MAP
AUTUMN WOODS
PHASE 1
CITY OF KINGSFORT, TENNESSEE**

NTS



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Guaranteed Max Price Agreement with Camp Dresser and McKee Provide Procurement and Construction Management Services for UV Disinfection at the Wastewater Treatment Plant

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-301-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: McReynolds/Ensor
 Presentation By: Ryan McReynolds

Recommendation: Approve the resolution.

Executive Summary:

On July 21, 2009 the board authorized the mayor to execute documents to apply for \$2,200,000 of American Recovery and Reinvestment Act (ARRA) / State Revolving Loan Funds (SRF). The SRF board awarded the loan on August 5, 2009. SRF/ARRA funds will be allocated to the following projects: UV disinfectant project, phase VI lift station improvements, and Mad Branch stream restoration.

The City of Kingsport desires to enter into a Guaranteed Max Price (GMP) contract with Camp Dresser and McKee (CDM) for the procurement and construction management services related to the UV Disinfection at the wastewater treatment plant. The GMP contract amount being requested for authorization is \$1,900,000. Funding is identified and available in project # SW1004.

Attachments:

1. UV Disinfection GMP
2. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
tel: 407 660-2552
fax: 407 875-1161

June 1, 2009

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

**Subject: Kingsport Wastewater Treatment Plant Improvements
GMP Proposal for Ultraviolet (UV) Disinfection System**

Dear Ms. Ensor:

CDM Constructors Inc. (CDM) is pleased to provide you with our Guaranteed Maximum Price (GMP) Proposal to construct two new ultraviolet (UV) disinfection treatment trains capable of disinfecting 35MGD at the wastewater treatment plant as shown on the Drawings and Specifications.

Guaranteed Maximum Price

CDM undertakes to complete the procurement and installation of the equipment and other defined miscellaneous work, and guarantees that it shall not exceed the proposed GMP of \$1,899,004 in doing so.

The GMP amount is broken down into lump sum and cost-plus components:

- 1) Engineering Services during construction are fixed at a lump sum amount of \$59,150 and will be billed periodically as the work progresses. The scope of the engineering work to be performed is defined in the Proposal Exhibit A.
- 2) The Cost of the Work to complete the improvements at the wastewater treatment plant has been estimated at \$1,839,854 with payment on a cost-plus basis. The estimated Cost of the Work is attached as Exhibit B, and includes both direct and indirect costs of Project Management and Construction Management Services (PMCMS) expected to be incurred by CDM, and the cost of material and equipment purchases, and subcontractor services for the replacement of the existing mechanisms.

The scope of work to complete the improvements to the plant is defined in the Proposal Exhibit C.





Certain assumptions have been made as the basis of the estimate of the Cost of the Work in order to arrive at the GMP. These assumptions are included in the Proposal as Exhibit D.

This GMP is the sum of the Engineering Services During Construction that will be billed as a lump sum, the Cost of the Work as estimated by CDM and CDM's Fee of 12.5% of the Cost of the Work.

If the sum of the actual cost of the work and Construction Manager's Fee is less than the GMP minus Engineering Costs and Fees, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: forty (40%) to Construction Manager and sixty percent (60%) to Owner. The maximum amount of savings the Construction Manager can receive is \$31,277.

CDM does not guarantee any specific line item provided as part of the GMP but agrees that it will be responsible for paying all costs of completing the Work which exceeds the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP shall be identified as Exhibits to the Agreement.

The GMP includes a Contingency in the amount of Dollars \$67,413 which is available for CDM's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. The Contingency is not available to the City of Kingsport for any reason, including changes in scope or any other item which would enable CDM to increase the GMP under the Contract Documents. CDM shall provide the City of Kingsport with notice of all anticipated charges against the Contingency.

Schedule for Completion

The proposed schedule for completion of the improvements of the wastewater treatment plant is attached as Exhibit E to this GMP Proposal. From Notice to Proceed to plant startup is estimated to be three hundred sixty two (362) calendar days.

CDM appreciates the opportunity to present this Proposal to the City of Kingsport. I look forward to working with you on this Project and hope that you will contact me if you have any questions regarding this Proposal.



Sincerely,

A handwritten signature in blue ink, appearing to read "Yaribell Hernandez", is written over the printed name.

Yaribell Hernandez, PE, DBIA
Project Manager
CDM Constructors Inc.

cc: Chris Provost, P.E.
Steve King, P.E.
Chris Hammer, P.E.
Richard Slovarp

EXHIBIT A

Scope of Work Kingsport Wastewater Treatment Plant Improvements UV Disinfection System City of Kingsport, Tennessee

Background

The purpose of disinfection at the Kingsport WWTP is to provide effluent meeting requirements of the current NPDES limits prior to discharging to the South Fork Holston River at mile 2.2.

The Kingsport Wastewater Treatment Plant currently uses gas chlorine for disinfection. While chlorine is the single most commonly used chemical for disinfection of water and wastewater in the United States, gas chlorine presents special hazards that have important regulatory implications.

In early 2008 the Water Environment Federation published a report titled “Disinfection of Wastewater Effluent—Comparison of Alternative Technologies.” This document examined a wide range of disinfection technologies, their prevalence of use, and information on their implementation at major publicly owned treatment works in the US.

The report showed that the disinfection landscape of the U.S. is changing, shifting away from chlorine gas toward mature disinfection alternatives such as hypochlorite, UV, and ozone. All of these technologies have distinct advantages relative to chlorine gas, but no alternative is perfect with respect to all of the concerns that a facility might face. Over the next three to five years, most major publicly owned treatment works that are considering a change in disinfection technology are likely to select one of these mature technologies, primarily because they are more established and more information is known about them. However, each of these mature technologies has inherent disadvantages with respect to either disinfection of specific organisms, or formation of disinfection byproducts.

Project Understanding

The City of Kingsport has been interested in exploring alternative disinfection technologies. It is our understanding that an equipment supplier, TrojanUV, conducted an initial on-site analysis of Kingsport’s wastewater treatment plant effluent on June 25, 2008. Two samples (one at low flow, the other at high flow) were collected, each of which had 70% UV transmittance.

CDM coordinated the loan of a UVT meter to Kingsport for the purpose of gaining background data on percent transmittance. Kingsport staff recorded the percent UV transmittance from November 21, 2008 to January 19, 2009 (93 days). The results ranged from 63 to 78%T, but were consistently in the low to mid 70's. The collected data will be beneficial for the evaluation of alternative disinfection system.

No changes to the current disinfection practice were included in the ongoing WWTP upgrades to keep the costs down. Since the current project is under the allocated budget and the City may be eligible for stimulus funds through the Start Revolving Fund (SRF), the City may elect to execute a change order and construct the disinfection project under the GMP contract. Construction services would follow the previously approved design agreement. Construction is planned to be partially funded with stimulus funds through the American Recovery and Reinvestment Act (ARRA).

Summary of Work

General Services During Construction (limited)

It is anticipated that the construction period will be 362 days for final completion including lead time for equipment delivery. CDM will provide certain construction management services including: general contract administration, project progress meetings, shop drawing review, design clarifications, change order review (not including significant owner initiated change orders which change the scope of the project), record drawings and inspection upon substantial completion.

As part of general administration of the construction contract, CDM will consult with and advise the City and act as your representative during the 362-day construction period. CDM will provide contract administration and general services required for the project, including acting as the City's representative for the duration of the construction contract.

We propose to conduct a Pre-Construction Conference and distribute minutes to attendees. At the pre-construction conference, procedural guidelines and specific project requirements are discussed with the contractor. Among the items addressed are: SRF requirements, correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, and quality control procedures.

Monthly progress meetings will be held as needed from Notice-to-Proceed through Substantial Completion. CDM and the contractor will address such items as: scheduling slippages, coordination problems, design issues, pending change orders, outstanding shop drawings, quality assurance testing approvals, procurement delays, and any other issues related to completion of the project. CDM will review the CPM

schedule provided by the Contractor which shall include a schedule of regularly scheduled construction meetings. This contract assumes that no more than two (2) monthly progress meetings will be needed. If additional progress meetings are required, it is assumed that this contract will be amended to provide such additional services.

CDM's project engineer will periodically visit the site at critical stages of construction while work by the Contractor is underway, to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. It is understood that the participation in the monthly construction meeting shall serve as the monthly visit that month. During CDM's visits, and on the basis of on-site observations, CDM shall keep Kingsport informed of the progress of the work, and will endeavor to guard the City against defects and deficiencies and may recommend to the OWNER disapproval or rejection of work failing to conform to the Contract Documents.

It is assumed that two (2) site visits will be needed for this project, including the monthly progress meetings. If additional site visits are required, it is assumed that this contract will be amended to provide such additional services. Daily resident project representation has not been included in this proposal for services.

CDM will review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections, and other data which the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the design engineer and reviewed with the City. CDM will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Based on CDM's on-site observations and on review of the applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor. CDM will then use reasonable judgment to recommend in writing, payments to Contractor in such amounts as determined by CDM to be reasonably due.

CDM will conduct a walk-through inspection with the Contractor and City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. CDM will conduct one final inspection to determine if the work is acceptable, so that CDM may recommend, in writing, final payment to Contractor and may give written notice to the OWNER and the Contractor that the work is acceptable. CDM will observe the work of the contractor to see that it has been completed in substantial accordance as respects the bid plans and specifications prepared by CDM.

CDM will provide services in connection with change orders to the construction contract to reflect minor changes or deletions requested by the City/CDM or the Contractor and in making revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by CDM. Upon receipt of a requested change order, CDM will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed.

At the conclusion of the project, CDM will provide four (4) sets of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings, surveys and other data furnished by the Contractor to CDM and which CDM considers significant. CDM shall not be responsible for any errors, omissions or deficiencies in the information provided by the Contractor for incorporation into the record drawings.

PAYMENT AND COMPENSATION

Invoicing for the work shall be monthly based on actual time charged to the project.

The estimated work breakdown structure is shown on the attached spreadsheet.

Below is the fee breakdown by task item.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>CONTRACT TYPE</u>
1.0	General Services During Construction	\$ 59,150	Lump Sum
TOTAL ESTIMATED COST:		\$ 59,150	Lump Sum

E. B
Kingsport, TN WWTP
UV DISINFECTION GMP COST

City of Kingsport, TN
Kingsport WWTP UV Disinfection
Guaranteed Maximum Price (GMP) Proposal Cost, May 2009

Project name	Kingsport WWTP UV
Estimator	tok, ra
Labor rate table	TN09 Kingsport
Equipment rate table	00 081H R Equip Rate
Project database version:	WWTP V6.0 TES 9.2.1
Notes	<p>This is an Opinion of Probable Construction Cost only, as defined by the documents provided at the level of design indicated above. CDM has no control over the cost of labor, materials, equipment, or services furnished, over schedules, over contractor's methods of determining prices, competitive bidding (at least 3 each - both prime bidders and major subcontractors), market conditions or negotiating terms. CDM does not guarantee that this opinion will not vary from actual cost, or contractor's bids.</p> <p>There are not any costs provided for: Change Orders, Design Engineering, Client Costs, Finance or Funding Costs, Legal Fees, Land Acquisition or temporary/permanent Easements, Operations, or any other costs associated with this project that are not specifically part of the bidding contractor's proposed scope.</p> <p>Assumptions:</p> <p>No rock excavation is required. Only nominal dewatering is needed. No consideration for contaminated soils or hazardous materials is included (i.e. asbestos, lead, etc). Based on a normal 40 hour work week with no overtime. Tank cleaning will be by others. No cost of a ductbank is included in the estimate.</p>
Report format	Sorted by 'Area/Section/Element' 'Detail' summary Allocate add-ons

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
100 UV DISINFECTION SYSTEM								
02220 Site Demolition								
02220.100.010 Remove Existing Handrails								
Remove Handrails	120.00 lf	335	-	-	319	-	5.45 /lf	654
02220.100.010 Remove Existing Handrails	120.00 lf	335	-	-	319	-	5.45 /lf	654
02220.100.020 Demolish Existing Wall								
Demo Conc Walls Light Rebar	3,990.00 sf	4,122	-	-	8,328	-	3.12 /sf	12,450
Haul Demo/Off Site 18cy Rear Dump 4 Load/Hour	8.21 load	45	-	-	140	-	22.45 /load	184
Demolition Tipping Fees- Concrete/Masonry	73.89 cy	-	-	4,627	-	-	62.62 /cy	4,627
02220.100.020 Demolish Existing Wall	14.00 ea	4,167	-	4,627	8,468	-	1,232.98 /ea	17,262
02220.100.030 Remove Grout								
Demo Grout in Tank	17.00 cy	719	-	-	1,044	-	103.71 /cy	1,763
Load Off-site Haul Cat 963 Crawler Loader 160hp/3.0 CY (120cy/ch)	17.00 cy	3	-	-	12	-	0.91 /cy	15
Haul Demo/Off Site 18cy Rear Dump 4 Load/Hour	1.89 load	10	-	-	32	-	22.45 /load	42
Demolition Tipping Fees- Concrete/Masonry	17.00 cy	-	-	1,065	-	-	62.62 /cy	1,065
02220.100.030 Remove Grout	17.00 cy	732	-	1,065	1,088	-	169.74 /cy	2,886
02220.100.040 Cut and Remove Existing Walls								
Demo Conc Walls Light Rebar	70.00 sf	72	-	-	146	-	3.12 /sf	218
Haul Demo/Off Site 18cy Rear Dump 4 Load/Hour	1.00 load	5	-	-	17	-	22.45 /load	22
Demolition Tipping Fees- Concrete/Masonry	1.30 cy	-	-	81	-	-	62.62 /cy	81
Saw Cut Structural Concrete Wall 12"thk	21.00 lf	808	82	-	188	-	51.36 /lf	1,079
02220.100.040 Cut and Remove Existing Walls	70.00 sf	886	82	81	351	-	20.01 /sf	1,401
02220 Site Demolition		6,121	82	5,773	10,226	-		22,203
02300 Earthwork								
02300.100.010 Sand Fill								
Place Sand in Tank	432.00 cy	1,150	-	-	988	-	4.95 /cy	2,138
Import Sand Fill	432.00 cy	-	8,942	2,419	-	-	26.30 /cy	11,362
02300.100.010 Sand Fill	432.00 cy	1,150	8,942	2,419	988	-	31.25 /cy	13,499
02300.100.020 Terralite Geo-Foam Fill								
Terralite Geo-foam Fill	5,423.00 cf	-	34,300	10,846	-	-	8.33 /cf	45,146
02300.100.020 Terralite Geo-Foam Fill	5,423.00 cf	-	34,300	10,846	-	-	8.33 /cf	45,146
02300 Earthwork		1,150	43,243	13,265	988	-		58,646
03000 Concrete								
03000.100.010 12" Thick S.O.G. at Channel Bottom								
Total Formwork	130.00 csf	-	-	-	-	-	/csf	
Slab-on-Grade Form Oil & Hardware	130.00 sf	-	73	-	-	-	0.56 /sf	73
Slab-on-Grade Form Hoisting	130.00 sf	-	-	-	13	-	0.10 /sf	13
Hand Fine Grade SOG	150.00 sf	17	-	-	-	-	0.12 /sf	17
Slab-on-Grade < 12" 3 Form Use	130.00 sf	824	198	-	-	-	7.96 /sf	1,022
SOG Rebar	0.68 tn	526	700	-	-	-	1,766.40 /tn	1,226
Total SOG Concrete	5.56 cy	-	-	-	-	-	/cy	
Pump Place Slab on Grade	5.56 cy	23	-	-	-	-	4.06 /cy	23
Trowel Finish @ SOG	150.00 sf	48	-	-	-	-	0.32 /sf	48
Water Base Non-Residual Cure	150.00 sf	5	6	-	-	-	0.08 /sf	12
Concrete Pump- 92' Boom (28m)	5.56 cy	-	-	61	-	12	13.07 /cy	73
Total Concrete Pumping (Summary)	5.56 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	5.56 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	5.56 cy	-	719	-	-	-	129.37 /cy	719
10 Mil. Vapor Barrier	150.00 sf	15	10	-	-	-	0.16 /sf	24
03000.100.010 12" Thick S.O.G. at Channel Bottom	5.56 cy	1,457	1,705	61	13	12	584.19 /cy	3,248
03000.100.020 2" Thick Concrete Topping over Hollow Core Planks								
Total Formwork	28.33 csf	-	-	-	-	-	/csf	
Slab-on-Grade Form Oil & Hardware	28.33 sf	-	16	-	-	-	0.56 /sf	16
Slab-on-Grade Form Hoisting	28.33 sf	-	-	-	3	-	0.10 /sf	3
Hand Fine Grade SOG	1,840.00 sf	213	-	-	-	-	0.12 /sf	213
Slab-on-Grade < 8" 3 Form Use	28.33 sf	180	38	-	-	-	7.66 /sf	217
Expansion Joint Filler 1/2" x 8"	60.00 lf	23	4	-	-	-	0.45 /lf	27
Total SOG Concrete	11.36 cy	-	-	-	-	-	/cy	
Pump Place Slab on Grade	11.36 cy	46	-	-	-	-	4.06 /cy	46
Trowel Finish @ SOG	1,840.00 sf	585	-	-	-	-	0.32 /sf	585
Water Base Non-Residual Cure	1,840.00 sf	62	79	-	-	-	0.08 /sf	141
Concrete Pump- 92' Boom (28m)	11.36 cy	-	-	124	-	25	13.07 /cy	148
Total Concrete Pumping (Summary)	11.36 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	11.36 cy	-	-	-	-	-	/cy	
2500 psi Concrete- SE Region	11.36 cy	-	1,349	-	-	-	118.78 /cy	1,349
03000.100.020 2" Thick Concrete Topping over Hollow Core Planks	11.36 cy	1,109	1,486	124	3	25	241.72 /cy	2,746
03000.100.030 8" Thick S.O.G. Extension of Existing Walkway								
Hand Fine Grade SOG	196.00 sf	23	-	-	-	-	0.12 /sf	23
Expansion Joint Filler 1/2" x 8"	70.00 lf	27	5	-	-	-	0.45 /lf	32
Rebar Accessories/Unload & Store	0.48 tn	2	5	-	14	-	44.25 /tn	21
SOG Rebar	0.48 tn	367	488	-	-	-	1,766.40 /tn	855

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
03000.100.030 8" Thick S.O.G. Extension of Existing Walkway								
Total SOG Concrete	4.84 cy	-	-	-	-	-	/cy	
Pump Place Slab on Grade	4.84 cy	20	-	-	-	-	4.06 /cy	20
Trowel Finish @ SOG	196.00 sf	62	-	-	-	-	0.32 /sf	62
Water Base Non-Residual Cure	196.00 sf	7	8	-	-	-	0.08 /sf	15
Concrete Pump- 92' Boom (28m)	4.84 cy	-	-	53	-	11	13.07 /cy	63
Total Concrete Pumping (Summary)	4.84 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	4.84 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	4.84 cy	-	626	-	-	-	129.36 /cy	626
10 Mil. Vapor Barrier	196.00 sf	19	13	-	-	-	0.16 /sf	32
03000.100.030 8" Thick S.O.G. Extension of Existing Walkway	4.84 cy	526	1,146	53	14	11	361.31 /cy	1,749
03000.100.035 8" Thick S.O.G. B/W Channel & Hollow Core Planks								
Total Formwork	162.16 csf	-	-	-	-	-	/csf	
Slab-on-Grade Form Oil & Hardware	162.16 sf	-	91	-	-	-	0.56 /sf	91
Slab-on-Grade Form Hoisting	162.16 sf	-	-	-	16	-	0.10 /sf	16
Hand Fine Grade SOG	632.40 sf	73	-	-	-	-	0.12 /sf	73
Slab-on-Grade < 8" 3 Form Use	162.16 sf	1,027	215	-	-	-	7.66 /sf	1,242
Rebar Accessories/Unload & Store	1.95 tn	8	22	-	57	-	44.28 /tn	86
SOG Rebar	1.95 tn	1,480	1,868	-	-	-	1,766.40 /tn	3,448
Total SOG Concrete	15.62 cy	-	-	-	-	-	/cy	
Pump Place Slab on Grade	15.62 cy	63	-	-	-	-	4.06 /cy	63
Trowel Finish @ SOG	632.40 sf	201	-	-	-	-	0.32 /sf	201
Water Base Non-Residual Cure	632.40 sf	21	27	-	-	-	0.08 /sf	49
Concrete Pump- 92' Boom (28m)	15.62 cy	-	-	170	-	34	13.07 /cy	204
Total Concrete Pumping (Summary)	15.62 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	15.62 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	15.62 cy	-	2,020	-	-	-	129.36 /cy	2,020
10 Mil. Vapor Barrier	632.40 sf	61	41	-	-	-	0.16 /sf	102
03000.100.035 8" Thick S.O.G. B/W Channel & Hollow Core Planks	15.62 cy	2,936	4,383	170	73	34	486.32 /cy	7,596
03000.100.040 New 12" Thick Wall at Effluent w/Weirs 37'L 2 ea								
Total Formwork	1,702.00 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	1,702.00 sf	-	2,726	-	-	-	1.60 /sf	2,726
Lumber Wall Form Hoisting	1,702.00 sf	148	-	-	1,119	-	0.74 /sf	1,267
Reface & Repair Hand Set Panels	1,702.00 sf	-	38	-	-	-	0.02 /sf	38
Starter Walls	74.00 lf	938	301	-	-	-	16.74 /lf	1,239
Walk-Hand Set Form 12 Ft- 3 Form Use	1,702.00 sf	5,176	1,034	-	-	-	3.65 /sf	6,210
Boxout Contact Square Ft	160.00 sf	1,419	626	-	-	-	12.78 /sf	2,045
Rebar Accessories/Unload & Store	4.73 tn	18	53	-	138	-	44.28 /tn	209
Wall Rebar	4.73 tn	3,586	4,766	-	-	-	1,766.40 /tn	8,352
Drill & Epoxy Grout #5 Bars	160.00 ea	1,386	896	-	-	-	14.26 /ea	2,282
Total Wall Concrete	31.52 cy	-	-	-	-	-	/cy	
Pump Place Walls	31.52 cy	550	-	-	-	-	17.45 /cy	550
Grout Bed for Horizontal Construction Joint	74.00 lf	78	46	-	-	-	1.69 /lf	125
Trowel Finish @ Wall Top	74.00 sf	24	-	-	-	-	0.32 /sf	24
Sack/Rub Walls	1,702.00 sf	3,609	95	-	-	-	2.18 /sf	3,704
Water Base Non-Residual Cure	1,776.00 sf	60	77	-	-	-	0.08 /sf	136
Concrete Pump- 92' Boom (28m)	31.52 cy	-	-	515	-	69	18.52 /cy	584
Total Concrete Pumping (Summary)	31.52 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	31.52 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	31.52 cy	-	4,077	-	-	-	129.36 /cy	4,077
03000.100.040 New 12" Thick Wall at Effluent w/Weirs 37'L 2 ea	31.52 cy	16,992	14,735	515	1,257	69	1,064.97 /cy	33,568
03000.100.050 New 12" Thick Wall at Influent 37'L 2 ea								
Total Formwork	1,702.00 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	1,702.00 sf	-	2,726	-	-	-	1.60 /sf	2,726
Lumber Wall Form Hoisting	1,702.00 sf	148	-	-	1,119	-	0.74 /sf	1,267
Reface & Repair Hand Set Panels	1,702.00 sf	-	38	-	-	-	0.02 /sf	38
Starter Walls	74.00 lf	938	301	-	-	-	16.74 /lf	1,239
Walk-Hand Set Form 12 Ft- 3 Form Use	1,702.00 sf	5,176	1,034	-	-	-	3.65 /sf	6,210
Boxout Contact Square Ft	40.00 sf	355	156	-	-	-	12.78 /sf	511
Rebar Accessories/Unload & Store	4.73 tn	18	53	-	138	-	44.28 /tn	209
Wall Rebar	4.73 tn	3,586	4,766	-	-	-	1,766.40 /tn	8,352
Drill & Epoxy Grout #5 Bars	160.00 ea	1,386	896	-	-	-	14.26 /ea	2,282
Total Wall Concrete	31.52 cy	-	-	-	-	-	/cy	
Pump Place Walls	31.52 cy	550	-	-	-	-	17.45 /cy	550
Grout Bed for Horizontal Construction Joint	74.00 lf	78	46	-	-	-	1.69 /lf	125
Trowel Finish @ Wall Top	74.00 sf	24	-	-	-	-	0.32 /sf	24
Sack/Rub Walls	1,702.00 sf	3,609	95	-	-	-	2.18 /sf	3,704
Water Base Non-Residual Cure	1,776.00 sf	60	77	-	-	-	0.08 /sf	136
Concrete Pump- 92' Boom (28m)	31.52 cy	-	-	515	-	69	18.52 /cy	584
Total Concrete Pumping (Summary)	31.52 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	31.52 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	31.52 cy	-	4,077	-	-	-	129.36 /cy	4,077

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
03000.100.050 New 12" Thick Wall at Influent 37'L 2 ea	31.52 cy	15,928	14,266	515	1,257	69	1,016.30 /cy	32,034
03000.100.060 New 12" Thick Wall at Effluent Weir 9.54'L 2 ea								
Total Formwork	438.84 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	438.84 sf	-	703	-	-	-	1.60 /sf	703
Lumber Wall Form Hoisting	438.84 sf	38	-	-	288	-	0.74 /sf	327
Reface & Repair Hand Set Panels	438.84 sf	-	10	-	-	-	0.02 /sf	10
Starter Walls	19.08 lf	242	78	-	-	-	16.74 /lf	319
Wall-Hand Set Form 12 Ft- 3 Form Use	438.84 sf	1,335	267	-	-	-	3.65 /sf	1,601
Rebar Accessories/Unload & Store	1.22 tn	5	14	-	36	-	44.27 /tn	54
Wall Rebar	1.22 tn	924	1,229	-	-	-	1,766.40 /tn	2,153
Drill & Epoxy Grout #5 Bars	34.00 ea	294	160	-	-	-	14.26 /ea	485
Total Wall Concrete	8.13 cy	-	-	-	-	-	/cy	
Pump Place Walls	8.13 cy	142	-	-	-	-	17.45 /cy	142
Grout Bed for Horizontal Construction Joint	19.08 lf	20	12	-	-	-	1.69 /lf	32
Trowel Finish @ Wall Top	19.08 sf	6	-	-	-	-	0.32 /sf	6
Sack/Rub Walls	438.84 sf	931	25	-	-	-	2.18 /sf	955
Water Base Non-Residual Cure	457.92 sf	15	20	-	-	-	0.08 /sf	35
Concrete Pump- 92' Boom (28m)	8.13 cy	-	-	133	-	18	18.52 /cy	151
Total Concrete Pumping (Summary)	8.13 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	8.13 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	8.13 cy	-	1,051	-	-	-	129.35 /cy	1,051
03000.100.060 New 12" Thick Wall at Effluent Weir 9.54'L 2 ea	8.13 cy	3,952	3,597	133	324	18	986.98 /cy	8,024
03000.100.065 New 12" Thick Wall at Channel 41'L 2 ea								
Total Formwork	1,886.00 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	1,886.00 sf	-	3,021	-	-	-	1.60 /sf	3,021
Lumber Wall Form Hoisting	1,886.00 sf	164	-	-	1,239	-	0.74 /sf	1,404
Reface & Repair Hand Set Panels	1,886.00 sf	-	42	-	-	-	0.02 /sf	42
Starter Walls	82.00 lf	1,039	334	-	-	-	16.74 /lf	1,373
Wall-Hand Set Form 12 Ft- 3 Form Use	1,886.00 sf	5,736	1,146	-	-	-	3.65 /sf	6,882
Rebar Accessories/Unload & Store	5.24 tn	20	59	-	153	-	44.28 /tn	232
Wall Rebar	5.24 tn	3,973	5,281	-	-	-	1,766.41 /tn	9,254
Drill & Epoxy Grout #5 Bars	164.00 ea	1,420	918	-	-	-	14.26 /ea	2,339
Total Wall Concrete	34.93 cy	-	-	-	-	-	/cy	
Pump Place Walls	34.93 cy	610	-	-	-	-	17.45 /cy	610
Grout Bed for Horizontal Construction Joint	82.00 lf	87	51	-	-	-	1.69 /lf	138
Trowel Finish @ Wall Top	82.00 sf	26	-	-	-	-	0.32 /sf	26
Sack/Rub Walls	1,886.00 sf	3,999	106	-	-	-	2.18 /sf	4,105
Water Base Non-Residual Cure	1,968.00 sf	66	85	-	-	-	0.08 /sf	151
Concrete Pump- 82' Boom (28m)	34.93 cy	-	-	570	-	76	18.52 /cy	647
Total Concrete Pumping (Summary)	34.93 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	34.93 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	34.93 cy	-	4,518	-	-	-	129.36 /cy	4,518
03000.100.065 New 12" Thick Wall at Channel 41'L 2 ea	34.93 cy	17,141	15,560	570	1,392	76	994.57 /cy	34,740
03000.100.067 New 12" Thick Wall at Channel 29'L 2 ea								
Total Formwork	1,334.00 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	1,334.00 sf	-	2,137	-	-	-	1.60 /sf	2,137
Lumber Wall Form Hoisting	1,334.00 sf	116	-	-	877	-	0.74 /sf	993
Reface & Repair Hand Set Panels	1,334.00 sf	-	30	-	-	-	0.02 /sf	30
Starter Walls	58.00 lf	735	236	-	-	-	16.74 /lf	971
Wall-Hand Set Form 12 Ft- 3 Form Use	1,334.00 sf	4,057	810	-	-	-	3.65 /sf	4,868
Rebar Accessories/Unload & Store	3.71 tn	14	42	-	108	-	44.28 /tn	164
Wall Rebar	3.71 tn	2,811	3,736	-	-	-	1,766.40 /tn	6,546
Drill & Epoxy Grout #5 Bars	116.00 ea	1,005	650	-	-	-	14.26 /ea	1,654
Total Wall Concrete	24.70 cy	-	-	-	-	-	/cy	
Pump Place Walls	24.70 cy	431	-	-	-	-	17.45 /cy	431
Grout Bed for Horizontal Construction Joint	58.00 lf	62	36	-	-	-	1.69 /lf	98
Trowel Finish @ Wall Top	58.00 sf	18	-	-	-	-	0.32 /sf	18
Sack/Rub Walls	1,334.00 sf	2,829	75	-	-	-	2.18 /sf	2,903
Water Base Non-Residual Cure	1,392.00 sf	47	60	-	-	-	0.08 /sf	107
Concrete Pump- 92' Boom (28m)	24.70 cy	-	-	404	-	54	18.52 /cy	457
Total Concrete Pumping (Summary)	24.70 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	24.70 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	24.70 cy	-	3,196	-	-	-	129.36 /cy	3,196
03000.100.067 New 12" Thick Wall at Channel 29'L 2 ea	24.70 cy	12,125	11,006	404	985	54	994.87 /cy	24,573
03000.100.070 Channel Bed Grouting								
Hand Placed & Shaped Grout Fill	75.00 cf	1,940	3,019	-	-	-	66.12 /cf	4,959
03000.100.070 Channel Bed Grouting	2.78 cy	1,940	3,019	-	-	-	1,783.76 /cy	4,959
03000.100.080 Canopy Footing on Existing Slab								
Total Formwork	268.66 csf	-	-	-	-	-	/csf	
Foundation Form Oil & Hardware	268.66 sf	-	150	-	-	-	0.56 /sf	150
Foundation Form Hoisting	268.66 sf	-	-	-	134	-	0.50 /sf	134
Fine Grade Foundation	534.00 sf	62	-	-	-	-	0.12 /sf	62
Continuous Footing < 18" 3 Form Use	268.66 sf	1,702	483	-	-	-	8.13 /sf	2,185

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
03000.100.080 Canopy Footing on Existing Slab								
Rebar Accessories/Unload & Store	3.29 tn	13	37	-	96	-	44.28 /tn	146
Foundation Rebar	3.29 tn	2,494	3,314	-	-	-	1,766.41 /tn	5,808
Total Foundation Concrete	26.30 cy	-	-	-	-	-	/cy	
Pump Place Continuous Footings	26.30 cy	253	-	-	-	-	9.60 /cy	253
Float Finish @ Foundation	534.00 sf	75	-	-	-	-	0.14 /sf	75
Water Base Non-Residual Cure	802.66 sf	31	35	-	-	-	0.08 /sf	66
Concrete Pump- 92' Boom (28m)	26.30 cy	-	-	286	-	57	13.07 /cy	344
Total Concrete Pumping (Summary)	26.30 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	26.30 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	26.30 cy	-	3,403	-	-	-	129.36 /cy	3,403
03000.100.080 Canopy Footing on Existing Slab	26.30 cy	4,629	7,421	286	230	57	480.02 /cy	12,624
03000.100.090 Canopy Columns								
Total Formwork	640.00 csf	-	-	-	-	-	/csf	
Column/Beam/Stair/Misc Form Oil & Hardware	640.00 csf	-	237	-	-	-	0.37 /csf	237
Column/Beam/Stair/Misc Form Hoisting	640.00 sf	-	-	-	51	-	0.08 /sf	51
Column > 96" Girth- 3 Form Uses	640.00 csf	3,244	895	-	-	-	6.47 /csf	4,139
Chamfer Strip	320.00 lf	-	99	-	-	-	0.31 /lf	99
Rebar Accessories/Unload & Store	1.48 tn	6	17	-	43	-	44.28 /tn	66
Column Rebar	1.48 tn	1,123	1,493	-	-	-	1,766.39 /tn	2,616
Total Col/Beam/Stair/Misc. Concrete	11.85 cy	-	-	-	-	-	/cy	
Pump Place Columns	11.85 cy	115	-	-	-	-	9.70 /cy	115
Float Finish @ Column/Beam/Stair	32.00 sf	4	-	-	-	-	0.14 /sf	4
Point & Patch Column/Beam	640.00 sf	223	7	-	-	-	0.36 /sf	231
Water Base Non-Residual Cure	672.00 sf	23	29	-	-	-	0.08 /sf	52
Concrete Pump- 92' Boom (28m)	11.85 cy	-	-	83	-	26	9.18 /cy	109
Total Concrete Pumping (Summary)	11.85 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	11.85 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	11.85 cy	-	1,533	-	-	-	129.36 /cy	1,533
03000.100.090 Canopy Columns	11.85 cy	4,739	4,308	83	94	26	780.67 /cy	9,251
03000.100.100 Extend Wall to Support Hollow Core Planks (incl'd 15.50'L at Effluent)								
Total Formwork	1,824.50 csf	-	-	-	-	-	/csf	
Hand Set Wall Form Oil & Hardware	1,824.50 sf	-	2,922	-	-	-	1.60 /sf	2,922
Lumber Wall Form Hoisting	1,824.50 sf	159	-	-	1,199	-	0.74 /sf	1,358
Reface & Repair Hand Set Panels	1,824.50 sf	-	41	-	-	-	0.02 /sf	41
Starter Walls	89.00 lf	1,128	362	-	-	-	16.74 /lf	1,490
Walk-Hand Set Form 12 Ft- 3 Form Uses	1,824.50 sf	5,549	1,108	-	-	-	3.65 /sf	6,657
Rebar Accessories/Unload & Store	4.22 tn	16	47	-	123	-	44.28 /tn	187
Wall Rebar	4.22 tn	3,203	4,257	-	-	-	1,766.41 /tn	7,460
Drill & Epoxy Grout #5 Bars	180.00 ea	1,559	1,008	-	-	-	14.26 /ea	2,567
Total Wall Concrete	33.79 cy	-	-	-	-	-	/cy	
Pump Place Walls	33.79 cy	590	-	-	-	-	17.45 /cy	590
Grout Bed for Horizontal Construction Joint	89.00 lf	94	56	-	-	-	1.69 /lf	150
Trowel Finish @ Wall Top	89.00 sf	28	-	-	-	-	0.32 /sf	28
Point & Patch Walls	1,824.50 sf	774	20	-	-	-	0.44 /sf	794
Water Base Non-Residual Cure	1,913.50 sf	64	83	-	-	-	0.08 /sf	147
Concrete Pump- 92' Boom (28m)	33.79 cy	-	-	552	-	74	18.52 /cy	626
Total Concrete Pumping (Summary)	33.79 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	33.79 cy	-	-	-	-	-	/cy	
4500 psi Concrete- SE Region	33.79 cy	-	4,371	-	-	-	129.36 /cy	4,371
03000.100.100 Extend Wall to Support Hollow Core Planks (incl'd 15.50'L at Effluent)	33.79 cy	13,164	14,275	552	1,322	74	869.69 /cy	29,387
03000.100.110 Electrical Housekeeping Pads								
Total Formwork	48.00 csf	-	-	-	-	-	/csf	
Equipment Pad/Curb Form Oil & Hardware	48.00 sf	-	27	-	-	-	0.56 /sf	27
Equipment Pad/Curb Form Hoisting	48.00 sf	-	-	-	1	-	0.02 /sf	1
Equipment Pad/Curb < 4" 3 Form Uses	48.00 lf	234	21	-	-	-	5.30 /lf	255
Blast Clean Pad/Curb/Fill Construction Joints	64.00 sf	11	30	-	18	-	0.92 /sf	59
Bonding Agent @ Curb/Pad/Fill Concrete	64.00 sf	37	60	-	-	-	1.69 /sf	127
Rebar Accessories/Unload & Store	0.10 tn	0	1	-	3	-	44.20 /tn	4
Equipment Pad/Curb Rebar	0.10 tn	75	100	-	-	-	1,766.40 /tn	175
Total Pad/Curb/Misc Concrete	0.79 cy	-	-	-	-	-	/cy	
Pump Place Equipment Pad/Support	0.79 cy	21	-	-	-	-	26.19 /cy	21
Trowel Finish @ Equipment Pad/Curb	64.00 sf	20	-	-	-	-	0.32 /sf	20
Water Base Non-Residual Cure	112.00 sf	4	5	-	-	-	0.08 /sf	9
Concrete Pump- 92' Boom (28m)	0.79 cy	-	-	15	-	2	21.77 /cy	17
Total Concrete Pumping (Summary)	0.79 cy	-	-	-	-	-	/cy	
Total Red-Mix Concrete (Summary)	0.79 cy	-	-	-	-	-	/cy	
4000 psi Concrete- SE Region	0.79 cy	-	100	-	-	-	127.09 /cy	100
03000.100.110 Electrical Housekeeping Pads	0.79 cy	403	373	15	21	2	1,031.66 /cy	815
03000 Concrete	243.69 cy	97,041	97,281	3,480	6,986	526	842.52 /cy	205,315
03400 Precast Concrete								
03400.100.010 Hollow Core Slabs								

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
03400.100.010 Hollow Core Slabs								
Hollow Core Plank 6"	1,840.00 sf	2,447	13,754	-	2,588	-	10.21 /sf	18,790
03400.100.010 Hollow Core Slabs	1,840.00 sf	2,447	13,754	-	2,588	-	10.21 /sf	18,790
03400 Precast Concrete		2,447	13,754	-	2,588	-		18,790
05500 Metal Fabrications								
05500.100.010 New Handrail								
2 Rail-Handrail Alum. w/Toe	366.00 lf	3,415	21,045	-	-	-	66.83 /lf	24,460
05500.100.010 New Handrail	366.00 lf	3,415	21,045	-	-	-	66.83 /lf	24,460
05500.100.020 Aluminum Planking								
Aluminum Planking	150.00 sf	952	7,590	-	-	-	56.94 /sf	8,542
05500.100.020 Aluminum Planking	150.00 sf	952	7,590	-	-	-	56.94 /sf	8,542
05500 Metal Fabrications		4,366	28,635	-	-	-		33,001
06500 Plastics								
06500.100.010 Effluent Trough Weirs								
12 x7 x14.250 Alum. WF	40.00 lf	-	1,972	-	-	-	49.30 /lf	1,972
FRP Weir Troughs	8.00 ea	-	-	68,256	-	-	8,532.00 /ea	68,256
06500.100.010 Effluent Trough Weirs	81.00 lf	-	1,972	68,256	-	-	867.01 /lf	70,228
06500 Plastics		-	1,972	68,256	-	-		70,228
11200 Water Treatment Equipment								
11200.100.010 UV Disinfection Equipment								
Unload & Protect UV Modules	2.00 ea	570	-	-	253	-	411.47 /ea	823
Warehouse & Care of Equipment	1.00 u/mo	58	-	-	-	-	58.48 /u/mo	58
35 MGD Open Channel Ultraviolet System-Q	1.00 ea	23,390	513,867	-	-	-	537,257.08 /ea	537,257
Install Open Channel Ultraviolet Modules	2.00 ea	1,122	-	-	-	-	560.95 /ea	1,122
Install Power Distribution & Control Center	1.00 ea	280	-	-	-	-	280.48 /ea	280
Install Module Control System (PLC)	1.00 ea	280	-	-	-	-	280.48 /ea	280
Install Compressor	1.00 ea	280	-	-	-	-	280.48 /ea	280
Install Chemical Cleaning Tank	1.00 ea	280	-	-	-	-	280.49 /ea	280
Install Equipment- RT Crane 80 MT	80.00 ch	1,709	-	-	10,961	-	158.37 /ch	12,670
Stainless Steel Anchor Bolts/Sleeve 1/2" x 8"	100.00 ea	634	-	-	-	896	15.30 /ea	1,530
Grout Equipment Base- Non Shrink, Non Metallic	8.33 cf	210	-	-	-	616	99.11 /cf	826
UV Equipment Spare Parts	0.00 lot	-	0	-	-	-	0.00 /lot	0
Test & Check UV Equipment	1.00 ea	224	-	-	-	-	224.38 /ea	224
Equipment Manufacturers Representative	1.00 day	-	824	800	-	168	1,792.00 /day	1,792
11200.100.010 UV Disinfection Equipment	1.00 ls	29,039	514,691	800	11,214	1,680	557,423.84 /ls	557,424
11200.100.020 Booster Pump								
Unload & Protect Booster Pump	1.00 ea	228	-	-	101	-	329.18 /ea	329
Warehouse & Care Booster Pump	1.00 u/mo	56	-	-	-	-	56.10 /u/mo	56
Booster Pump	1.00 ea	673	4,841	-	-	-	5,514.16 /ea	5,514
Install Equipment- RT Crane 40 MT	0.00 ch	0	-	-	0	-	0.00 /ch	0
Stainless Steel Anchor Bolts/Sleeve 3/4" x 8"	8.00 ea	51	-	-	-	134	23.14 /ea	185
Grout Equipment Base- Non Shrink, Non Metallic	1.67 cf	42	-	-	-	123	99.12 /cf	165
Furnish Booster Pump Lubricants	5.00 gal	-	258	-	-	-	51.50 /gal	258
Install Local Control Panel	1.00 ea	28	-	-	-	112	140.04 /ea	140
Test & Check Booster Pumps	1.00 ea	45	-	-	-	-	44.88 /ea	45
Chemical Pump Manufacturers Representative	0.00 day	-	0	0	-	0	0.00 /day	0
11200.100.020 Booster Pump	1.00 ea	1,123	5,099	-	101	370	6,692.17 /ea	6,692
11200.100.040 Sampler								
Sequential/Composite Sampler	1.00 ea	56	7,210	-	-	-	7,266.27 /ea	7,266
11200.100.040 Sampler	1.00 ea	56	7,210	-	-	-	7,266.27 /ea	7,266
11200.100.050 Pump in DIP Tank								
Unload & Protect Booster Pump	1.00 ea	228	-	-	101	-	329.18 /ea	329
Warehouse & Care Booster Pump	1.00 u/mo	56	-	-	-	-	56.10 /u/mo	56
Booster Pump (Perlesta Pump)	1.00 ea	168	845	-	-	-	1,012.89 /ea	1,013
Install Equipment- RT Crane 40 MT	0.00 ch	-	-	-	-	-	/ch	-
Stainless Steel Anchor Bolts/Sleeve 3/4" x 8"	8.00 ea	51	-	-	-	134	23.14 /ea	185
Grout Equipment Base- Non Shrink, Non Metallic	1.67 cf	42	-	-	-	123	99.12 /cf	165
Furnish Booster Pump Lubricants	5.00 gal	-	258	-	-	-	51.50 /gal	258
Install Local Control Panel	1.00 ea	28	-	-	-	112	140.04 /ea	140
Test & Check Booster Pumps	1.00 ea	45	-	-	-	-	44.88 /ea	45
Chemical Pump Manufacturers Representative	0.00 day	-	-	-	-	-	/day	-
11200.100.050 Pump in DIP Tank	1.00 ea	618	1,102	-	101	370	2,190.91 /ea	2,191
11200 Water Treatment Equipment		30,836	528,102	800	11,416	2,419		573,573
14600 Hoists & Cranes								
14600.100.010 Bridge Crane								
Unload & Protect Bridge Cranes	1.00 ea	41	-	-	35	-	76.65 /ea	77
1 Ton Overhead Traveling Bridge Crane	1.00 ea	3,511	22,060	-	520	-	26,091.10 /ea	26,091
Test & Check Overhead Traveling Bridge Crane	1.00 ea	240	-	-	-	-	240.16 /ea	240
14600.100.010 Bridge Crane	1.00 ea	3,793	22,060	-	555	-	26,407.91 /ea	26,408
14600 Hoists & Cranes		3,793	22,060	-	555	-		26,408
15000 Process Mechanical								

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
15000.100.020 2" Line into DIP Tank								
Install Chlorine Injectors- 2-0/0"	1.00 ea	112					112.19 /ea	112
2-0/0" Quick Connect Coupling- Brass/Threaded	1.00 ea	23	112				135.29 /ea	135
6-0/0" x 2-0/0" Service Saddle	1.00 ea	42	109				150.70 /ea	151
Corp Stop	1.00 ea	-	-		200		200.00 /ea	200
Unload Care & Protect Pipe/Fittings	30.00 lf	0	-			0	0.01 /lf	0
Layout Pipe & Fitting	30.00 lf	6	-				0.26 /lf	8
PVC Schd. 80 Pipe, 2.00"	30.00 lf	59	128				6.24 /lf	187
PVC Sch. 80, 90 Ell, 2.00"	2.00 ea	15	19				17.22 /ea	34
PVC Joint Primer- Quart	0.08 qrt	-	3				33.60 /qrt	3
PVC Solvent Cement Low VOC- Quart	0.08 qrt	-	3				39.26 /qrt	3
Hose Bibb (drawoff), 3/4" dia (Zurn 195 Series)	1.00 ea	18	23				41.26 /ea	41
15000.100.020 2" Line into DIP Tank	30.00 lf	278	397		200	0	29.19 /lf	876
15000.100.030 Connect the CL Booster Pump to Existing Water Service								
Layout & Stake Pipe Excavation	80.00 lf	9	9				0.23 /lf	18
Trenching- Backhoe/Loader 95HP Average Exc.	14.44 cy	33	-			47	5.48 /cy	79
Pipe Detectable/Non-Detectable Tape	80.00 lf	9	5				0.18 /lf	14
Pipe Test	80.00 lf	71	74				1.81 /lf	145
EXCAVATION SPOILS (Grand Total)	0.05 cy	-	-				/cy	
Trenching Spoils (Summary)	0.05 cy	-	-				/cy	
Load Spoils Cat 466 Loader/Backhoe 95hp (80cy/ch)	0.05 cy	0	-			0	1.30 /cy	0
Haul Spoils/Off Site 10cy Rear Dump 1 Load/Hour	0.05 cy	0	-			0	9.38 /cy	0
Unload Care & Protect Pipe/Fittings	80.00 lf	0	-			0	0.01 /lf	1
Layout Pipe & Fitting	80.00 lf	22	-				0.26 /lf	22
PVC Schd. 80 Pipe, 2.00"	80.00 lf	157	342				6.24 /lf	499
PVC Sch. 80, 90 Ell, 2.00"	7.00 ea	53	68				17.22 /ea	121
PVC Joint Primer- Quart	0.28 qrt	-	10				33.63 /qrt	10
PVC Solvent Cement Low VOC- Quart	0.28 qrt	-	11				39.19 /qrt	11
15000.100.030 Connect the CL Booster Pump to Existing Water Service	80.00 lf	355	518			47	11.50 /lf	920
15000 Process Mechanical		633	916		200	47		1,796
16000 Electrical								
16000.02.125 Control & Terminations for UV								
UV System Terminations	2.00 each	23,900	17,250			6,900	24,024.76 /each	48,050
16000.02.125 Control & Terminations for UV	1.00 ls	23,900	17,250			6,900	48,049.53 /ls	48,050
16000.037.013 Power Feeders ATS to Panel								
#2 THHN Green	160.00 lf	107	133				1.50 /lf	240
350 kcmil THHN Black	480.00 lf	719	2,014				5.69 /lf	2,733
3-1/2" Rigid Alum Conduit (ARC)	100.00 lf	591	1,727				23.18 /lf	2,318
#2 Compression Terminal Lug-One Hole	4.00 ea	79	28				26.62 /ea	106
350 kcmil Compression Terminal Lug-One Hole	12.00 ea	426	296				60.12 /ea	721
16000.037.013 Power Feeders ATS to Panel	1.00 ls	1,923	4,196				6,119.04 /ls	6,119
16000.037.014 Power Feeders ATS to PDP								
#2 THHN Green	80.00 lf	54	66				1.50 /lf	120
350 kcmil THHN Black	240.00 lf	360	1,007				5.69 /lf	1,366
3-1/2" Rigid Alum Conduit (ARC)	50.00 lf	296	863				23.18 /lf	1,159
#2 Compression Terminal Lug-One Hole	2.00 ea	39	14				26.62 /ea	53
350 kcmil Compression Terminal Lug-One Hole	6.00 ea	213	148				60.12 /ea	361
16000.037.014 Power Feeders ATS to PDP	1.00 ls	961	2,098				3,059.51 /ls	3,060
16000.037.015 Power Feeders ATS to PDP								
#2 THHN Green	80.00 lf	54	66				1.50 /lf	120
350 kcmil THHN Black	240.00 lf	360	1,007				5.69 /lf	1,366
3-1/2" Rigid Alum Conduit (ARC)	50.00 lf	296	863				23.18 /lf	1,159
#2 Compression Terminal Lug-One Hole	2.00 ea	39	14				26.63 /ea	53
350 kcmil Compression Terminal Lug-One Hole	6.00 ea	213	148				60.12 /ea	361
16000.037.015 Power Feeders ATS to PDP	1.00 ls	961	2,098				3,059.52 /ls	3,060
16000.037.016 Fiber Optic Feeder								
Walk Behind Trenching to 48" Deep	200.00 lf	1,374	-			45	7.10 /lf	1,419
2-0/0" PVC Coated Steel Conduit	2.00 lf	14	18				16.10 /lf	32
2-0/0" PVC Coated Steel Coupling	1.00 ea	28	9				36.30 /ea	36
2-0/0" PVC Coated Steel 90 Elbow	1.00 ea	55	28				82.93 /ea	83
2-0/0" PVC-Schd 40	200.00 lf	631	305				4.68 /lf	936
2-0/0" PVC Terminal Adapter	2.00 ea	14	2				8.10 /ea	16
PVC Cement - Quart	0.28 ea	-	6				20.80 /ea	6
Cable Prep-Gel Filled 24 Strand Fiber Optic Cable	250.00 ea	118	934				4.21 /ea	1,053
ST Anaerobic Terminations	48.00 ea	1,419	-				29.57 /ea	1,419
12 Port LIU-Termination Boxes / Cabinets - Wall Mounted	4.00 ea	946	-				236.58 /ea	946
16000.037.016 Fiber Optic Feeder	1.00 ls	4,600	1,302			45	5,946.84 /ls	5,947
16000.037.060.010 Power Feeders xfmr to ATS								
Trenching Machine to 64" Deep	100.00 lf	344	-			69	4.12 /lf	412
#2 THHN Green	160.00 lf	107	93				1.25 /lf	200
#4/0 THHN Black	480.00 lf	549	1,216				3.68 /lf	1,764
4-0/0" GRC Conduit	20.00 lf	237	200				21.82 /lf	436
4" PVC Coated Steel Coupling	4.00 ea	237	157				96.39 /ea	384
4" PVC Coated Steel 90 Elbow	4.00 ea	631	477				276.93 /ea	1,108

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
16000.037.060.010 Power Feeders xfmr to ATS								
4" PVC-Schd 40	100.00 lf	631	409	-	-	-	10.40 /lf	1,039
4" PVC Terminal Adapter	8.00 ea	63	34	-	-	-	12.17 /ea	97
PVC Cement - Quart	0.40 ea	-	8	-	-	-	20.78 /ea	8
#2 Compression Terminal Lugs-One Hole	4.00 ea	79	28	-	-	-	26.62 /ea	106
4/0 Compression Terminal Lugs-One Hole	12.00 ea	355	225	-	-	-	48.34 /ea	580
16000.037.060.010 Power Feeders xfmr to ATS	1.00 ls	3,231	2,846	-	69	-	6,146.16 /ls	6,146
16000.037.060.011 Power Feeders xfmr to ATS Op.								
#2 THHN Green	80.00 lf	54	41	-	-	-	1.19 /lf	95
#4/0 THHN Black	240.00 lf	274	608	-	-	-	3.68 /lf	882
4-0/0" GRC Conduit	10.00 lf	118	100	-	-	-	21.82 /lf	218
4" PVC Coated Steel Coupling	2.00 ea	118	78	-	-	-	98.39 /ea	197
4" PVC Coated Steel 90 Elbow	2.00 ea	315	238	-	-	-	276.94 /ea	554
4" PVC-Schd 40	50.00 lf	315	204	-	-	-	10.40 /lf	520
4" PVC Terminal Adapter	4.00 ea	32	17	-	-	-	12.17 /ea	49
PVC Cement - Quart	0.20 ea	-	4	-	-	-	20.80 /ea	4
#2 Compression Terminal Lugs-One Hole	2.00 ea	39	14	-	-	-	26.63 /ea	53
4/0 Compression Terminal Lugs-One Hole	6.00 ea	177	113	-	-	-	48.33 /ea	290
16000.037.060.011 Power Feeders xfmr to ATS Op.	1.00 ls	1,444	1,418	-	-	-	2,861.85 /ls	2,862
16000.037.060.012 Power Feeders xfmr to ATS Op.								
#2 THHN Green	180.00 lf	121	93	-	-	-	1.19 /lf	214
#4/0 THHN Black	540.00 lf	617	1,368	-	-	-	3.68 /lf	1,985
4-0/0" GRC Conduit	20.00 lf	237	200	-	-	-	21.82 /lf	436
4" PVC Coated Steel Coupling	4.00 ea	237	157	-	-	-	98.39 /ea	384
4" PVC Coated Steel 90 Elbow	4.00 ea	631	477	-	-	-	276.93 /ea	1,108
4" PVC-Schd 40	120.00 lf	757	490	-	-	-	10.40 /lf	1,247
4" PVC Terminal Adapter	8.00 ea	63	34	-	-	-	12.17 /ea	97
PVC Cement - Quart	0.40 ea	-	8	-	-	-	20.80 /ea	8
#2 Compression Terminal Lugs-One Hole	4.00 ea	79	28	-	-	-	26.62 /ea	106
4/0 Compression Terminal Lugs-One Hole	12.00 ea	355	225	-	-	-	48.34 /ea	580
16000.037.060.012 Power Feeders xfmr to ATS Op.	1.00 ls	3,096	3,080	-	-	-	6,175.87 /ls	6,176
16000.060.100 Power Feeders Switch gear to UV PDP								
Walk Behind Trenching to 48" Deep	200.00 lf	1,374	-	-	45	-	7.10 /lf	1,419
#2 THHN Green	760.00 lf	509	631	-	-	-	1.50 /lf	1,141
350 kcmil THHN Black	2,280.00 lf	3,416	9,564	-	-	-	5.69 /lf	12,981
3-1/2" GRC Conduit	8.00 lf	79	69	-	-	-	18.46 /lf	148
3-1/2" PVC Coated Steel Coupling	4.00 ea	189	134	-	-	-	80.89 /ea	324
3-1/2" PVC Coated Steel 90 Elbow	4.00 ea	520	438	-	-	-	239.67 /ea	959
3-1/2" PVC-Schd 40	700.00 lf	3,588	2,618	-	-	-	8.87 /lf	6,206
3-1/2" PVC Terminal Adapter	8.00 ea	95	26	-	-	-	15.05 /ea	120
PVC Cement - Quart	1.48 ea	-	31	-	-	-	20.80 /ea	31
#2 Compression Terminal Lugs-One Hole	4.00 ea	79	28	-	-	-	26.62 /ea	106
350 kcmil Compression Terminal Lugs-One Hole	12.00 ea	426	296	-	-	-	60.12 /ea	721
16000.060.100 Power Feeders Switch gear to UV PDP	1.00 ls	10,276	13,835	-	45	-	24,155.53 /ls	24,156
16000.080.006 ATS 250A								
260 Amp-ATS 3-Pole, NEMA 3R	2.00 ea	1,893	19,550	-	-	-	10,721.33 /ea	21,443
16000.080.006 ATS 250A	1.00 ls	1,893	19,550	-	-	-	21,442.65 /ls	21,443
16000.080.007 600A Panel								
42 Circuit-3PH 480V MCB Panelboard-Surface Mounted-600a	2.00 ea	552	17,250	-	-	-	8,901.01 /ea	17,802
4/0-Panelboard 500 Volt Feed Conductor Terminations	12.00 ea	237	-	-	-	-	19.72 /ea	237
#2-Panelboard Grounding Conductor Terminations	4.00 ea	47	-	-	-	-	11.83 /ea	47
20 Amp Panel Circuit Breaker (including Neutral)	48.00 ea	644	10,588	-	-	-	234.21 /ea	11,242
16000.080.007 600A Panel	1.00 ls	1,479	27,848	-	-	-	29,327.61 /ls	29,328
16000.080.008 250KVA xfmr								
#3 THHN Green	42.00 lf	25	17	-	-	-	1.00 /lf	42
#2 THHN Green	42.00 lf	28	22	-	-	-	1.19 /lf	50
500 kcmil THHN Black	126.00 lf	219	454	-	-	-	5.34 /lf	672
500 kcmil THHN White	126.00 lf	219	454	-	-	-	5.34 /lf	672
3-0/0" Liquidtight Straight Connection	2.00 ea	47	378	-	-	-	212.79 /ea	426
4-0/0" Liquidtight Straight Connection	2.00 ea	76	492	-	-	-	284.07 /ea	568
3-0/0" Liquidtight 90 Connection	2.00 ea	57	544	-	-	-	300.26 /ea	601
4-0/0" Liquidtight 90 Connection	2.00 ea	91	800	-	-	-	445.55 /ea	891
250 KVA-Outdoor, 3P, 480V Transformer Unload/Inspect/Handle	2.00 ea	1,025	7,377	-	-	-	4,201.10 /ea	8,402
3-0/0" Liquid-Tight Steel Conduit 72" Long - Attached to Transformers	2.00 ea	197	254	-	-	-	225.71 /ea	451
4-0/0" Liquid-Tight Steel Conduit 72" Long - Attached to Transformers	2.00 ea	315	385	-	-	-	350.16 /ea	700
16000.080.008 250KVA xfmr	1.00 ls	2,299	11,177	-	-	-	13,476.08 /ls	13,476
16000.080.009 Distribution 600A CB								
600 Amp Panel Circuit Breaker- Three Pole (including Neutral)	2.00 ea	256	5,750	-	-	-	3,003.15 /ea	6,006
16000.080.009 Distribution 600A CB	1.00 ls	256	5,750	-	-	-	6,006.30 /ls	6,006
16000.130 I&C I&C								
I&C Work	1.00 each	7,261	5,750	-	-	5,750	18,760.52 /each	18,761
16000.130 I&C I&C	1.00 ls	7,261	5,750	-	-	5,750	18,760.52 /ls	18,761
16000.36.081 Lightning Protection								
Lightning Protection	1.00 each	-	-	10,000	-	-	10,000.00 /each	10,000

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
16000,36,081 Lightning Protection	1.00 ls			10,000			10,000.00 /ls	10,000
16000 Electrical		63,580	118,199	10,000	7,059	5,750		204,587
100 UV DISINFECTION SYSTEM	1.00 LS	209,966	854,244	101,774	39,866	8,695	1,214,546.06 /LS	1,214,546
200 PRE-ENGINEERED CANOPY STRUCTURE								
13120 Pre-engineered Structures								
13120,200,010 Pre-Engineered Canopy								
Pre-Engineered Canopy	2,150.00 sf			45,150		-	21.00 /sf	45,150
13120,200,010 Pre-Engineered Canopy	2,150.00 sf			45,150			21.00 /sf	45,150
13120 Pre-engineered Structures				45,150				45,150
16000 Electrical								
16000,200,010 Electrical Canopy Lighting								
Canopy Lighting	1.00 each	3,227	8,625	-	1,725	-	13,576.95 /each	13,577
16000,200,010 Electrical Canopy Lighting	1.00 ls	3,227	8,625		1,725		13,576.95 /ls	13,577
16000 Electrical		3,227	8,625		1,725			13,577
200 PRE-ENGINEERED CANOPY STRUCTURE	1.00 LS	3,227	8,625	45,150	1,725		58,726.95 /LS	58,727

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	213,193		7,262 hrs	
Material	862,869			
Subcontract	146,924			
Equipment	41,581		404 hrs	
Other	8,695			
	<u>1,273,272</u>	1,273,272		
Painting Allowance	11,828			1.00 %
Tank Cleaning (By Owner)				
Second Mobilization	<u>20,000</u>			
Subtotal Direct Cost	31,828	1,305,100		
Indirect Costs				
Subcontractor Bonds	9,788			0.75 %
Building Permits Not Req'd				
Sales Tax (MEO)	80,775			9.50 %
Deduct Sales Tax	<u>(47,396)</u>			(9.50) %
Subtotal Prior to OH&P	43,168	1,348,268		
Construction Contingency	<u>67,413</u>			5.00 %
Subtotal Cost, Today's Dollars	67,413	1,415,681		
Escalation to Mid Point Constr				
Total Construction Cost		1,415,681		
CDM 2009 DB Bonds	12,780			0.67 %
Builders Risk Ins % total cost	2,469			0.13 %
CM Gen Liability Insurance	12,344			0.65 %
CM Cost	<u>192,152</u>			
Cost of the Work	219,745	1,635,426		
CM Markup	<u>204,428</u>			12.50 %
	204,428	1,839,854		
Eng. During Construction	<u>59,150</u>			
Total		1,899,004		

This is an Opinion of Probable Construction Cost only, as defined by the documents provided at the level of design indicated on the front sheet of this estimate.

There are not any costs provided for: Change Orders, Design Engineering, Client Costs, Finance or Funding Costs, Legal Fees, land acquisition or temporary/permanent easements, Operations, or any other costs associated with this project that are not specifically part of the bidding contractor's proposed scope.

EXHIBIT C

Basis of Estimate

The estimate for this project is based on the following scope of work:

Kingsport WWTP UV Disinfection System including, but not limited to the following:

1. modifications to an existing chlorine contact basin including:
 - 1.1. demolition of interior baffle walls
 - 1.2. construction of new concrete walls and columns
 - 1.3. structural fill necessary to construct two new ultraviolet (UV) disinfection system trains
 - 1.4. a pre-engineered canopy over the modified basin complete with traveling bridge crane and lighting

Engineering Services during construction as defined in Exhibit A.

The following specifications were used as the basis for the estimate:

DIVISION 1 - GENERAL REQUIREMENTS

01005	General Requirements
01010	Summary of Work
01014	Construction Sequence
01050	Field Engineering
01110	Environmental Protection Procedures
01170	Special Provisions
01300	Submittals
01370	Schedule of Values
01380	Construction Photographs
01410	Testing and Testing Laboratory Services
01445	Pipeline Testing and Cleaning
01465	Equipment Testing and Startup
01600	Delivery, Storage, and Handling
01700	Contract Closeout
01710	Cleaning
01720	Project Record Documents
01730	Operation and Maintenance
01740	Warranties and Bonds

DIVISION 2 - SITE WORK

02050	Demolition and Modifications
02100	Site Preparation
02140	Dewatering and Drainage
02200	Earthwork
02221	Trenching, Backfilling, and Compaction

02270	Erosion and Sedimentation Control
02311	Excavation Support and Protection
02500	Pavement Repair and Resurfacing
02616	Wastewater Piping
02640	Valves and Appurtenances
02668	Connection to and Work on the Existing System
02930	Loaming and Hydroseeding

DIVISION 3 - CONCRETE

03100	Concrete Formwork
03200	Concrete Reinforcement
03250	Concrete Joints and Joint Accessories
03300	Cast-in-Place Concrete
03350	Concrete Finishes
03600	Grout
03740	Modifications and Repair to Concrete

DIVISION 4 – MASONRY (NOT USED)

DIVISION 5 - METALS

05500	Miscellaneous Metal
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DIVISION 6 - WOODS AND PLASTIC (NOT USED)

DIVISION 7 - MOISTURE PROTECTION (NOT USED)

DIVISION 8 - DOORS AND WINDOWS (NOT USED)

DIVISION 9 - FINISHES

09902	Field Painting
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DIVISION 11 - EQUIPMENT

11265	Ultra Violet Disinfection System
11355	Fiberglass Weirs, Stamford Baffles, and Troughs

DIVISION 12 - FURNISHINGS (NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION

13123	Pre-engineered Weather Canopy
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DIVISION 14 - HANDLING EQUIPMENT (NOT USED)

DIVISION 15 - MECHANICAL

15100	Valves
15140	Pipe Hangers and Supports

DIVISION 16 - ELECTRICAL

16100	General Provisions
16110	Raceways, Boxes, Fittings, and Supports
16120	Wires and Cables
16150	Motors
16191	Miscellaneous Equipment
16470	Panelboards
16500	Lighting
16600	Underground System
16660	Grounding System

The following drawings were used as the basis for the estimate: See attached list.

Project management and construction management services (PMCMS) including:

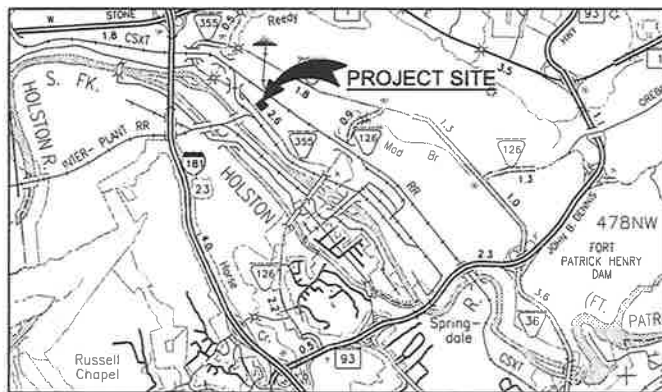
The Construction Manager services will be in accordance with the Contract Documents and as required by the State Revolving Loan Program.

CITY OF KINGSPORT, TENNESSEE



WASTEWATER TREATMENT PLANT IMPROVEMENTS UV DISINFECTION SYSTEM

MAY 2009



LOCATION MAP

MAYOR
VICE MAYOR
ALDERMAN
ALDERMAN
ALDERMAN
ALDERMAN
ALDERMAN
CITY MANAGER
PUBLIC WORKS DIRECTOR
WATER/WASTEWATER
FACILITIES MANAGER

DENNIS PHILLIPS
BEN MALLICOTE
LARRY MUNSEY
KEN MARSH
PAT SHULL
JANTRY SHUPE
VALERIE JOH
JOHN CAMPBELL
RYAN McREYNOLDS
NIKI ENSOR

CAMP DRESSER & McKEE INC.

PARKVIEW TOWERS, 210 25th AVENUE NORTH SUITE 1102
NASHVILLE, TN 37203
TEL: 615-320-3181

PROJECT NUMBER: 5000-53344

DRAWING INDEX	
SHEET NO.	DESCRIPTION
	COVER SHEET
C-1	PARTIAL SITE & PIPING PLAN AREA 3
S-1	GENERAL NOTES
S-2	UV SYSTEM DEMOLITION PLAN
S-3	UV SYSTEM FOUNDATION AND TOP PLANS
S-4	UV SYSTEM SECTIONS
S-5	UV SYSTEM SECTIONS AND DETAILS
SD-1	STANDARD CONCRETE DETAILS
SD-2	STANDARD METAL DETAILS
SD-3	STANDARD GUARDRAIL AND HANDRAIL DETAILS
M-1	UV SYSTEM PLAN
M-2	UV SYSTEM SECTIONS
M-3	UV SYSTEM 3D ISOMETRIC VIEW
M-4	EXISTING CHLORINE BASIN MODIFICATIONS PLAN SECTIONS AND DETAILS
M-5	CHLORINE BOOSTER PUMP PLAN SECTIONS AND DETAILS
E-1	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E-2	ELECTRICAL SITE MODIFICATION PLAN
E-3	EXISTING SB-1 SINGLE LINE POWER DIAGRAM, FRONT ELEVATION AND SWITCHGEAR BUILDING MODIFICATION
E-4	UV SYSTEM ELECTRICAL MODIFICATIONS POWER PLAN
E-5	UV SYSTEM ELECTRICAL MODIFICATIONS LIGHTING PLAN
E-6	PANELBOARD AND LIGHTING FIXTURE SCHEDULES
ED-1	ELECTRICAL DETAILS
I-1	SYSTEM BLOCK ARCHITECTURE

90% SUBMITTAL
MAY 22, 2009
NOT FOR CONSTRUCTION

CDM
Camp Dresser & McKee
Consulting Engineering

EXHIBIT D

Price Estimate Assumptions

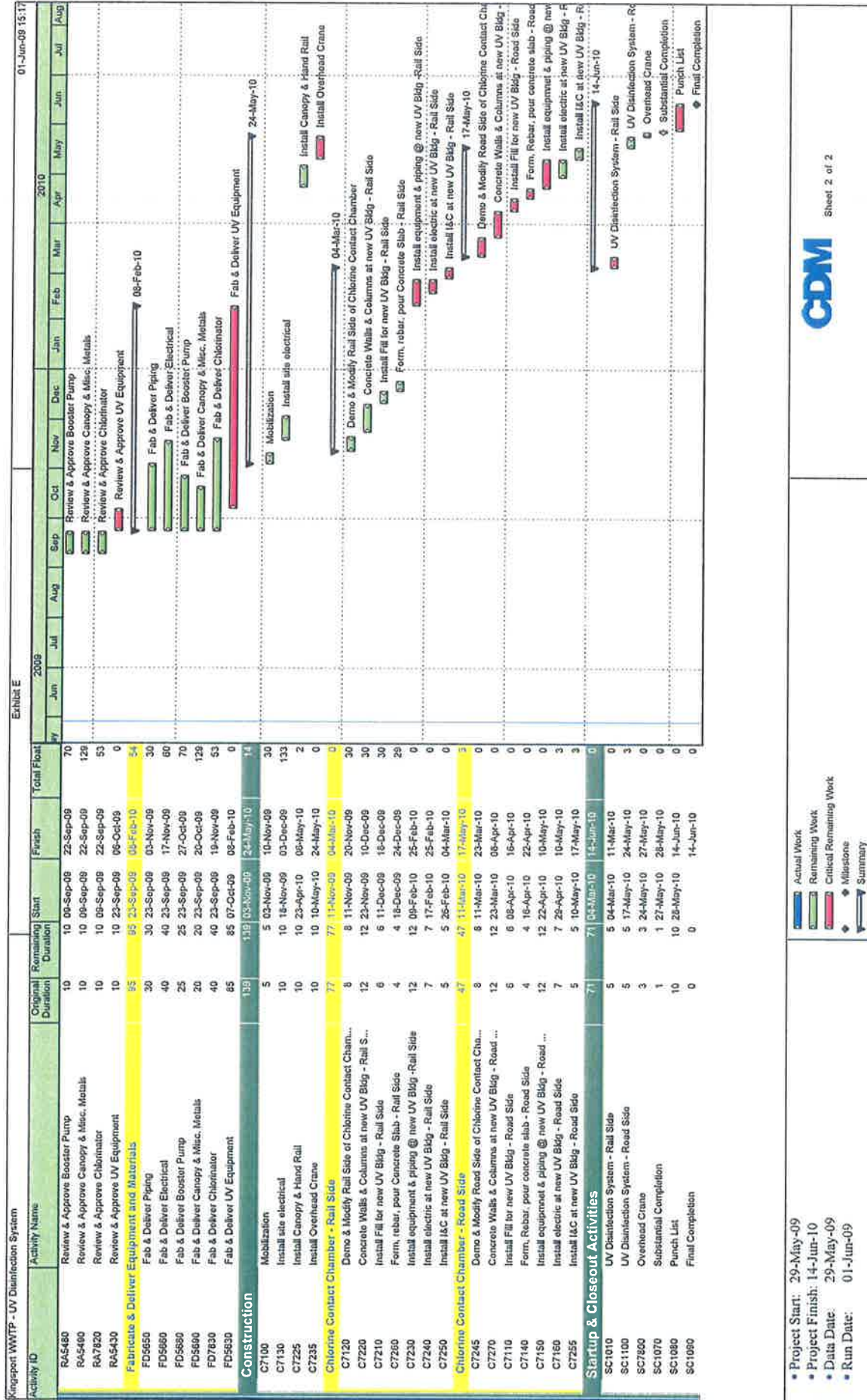
The estimate for this project is based on the following assumptions:

1. No cost is assumed for contaminated soils or hazardous materials (i.e. asbestos, lead, etc);
2. A standard 40 hour work week with no overtime;
3. No cost is assumed for: Client Costs, Finance or Funding Costs, Legal Fees, land acquisition or temporary/permanent easements, Operations, or any other costs associated with this project that are not specifically part of the bidding contractor's proposed scope;
4. Unrestricted site access;
5. Notice to proceed is not unreasonably withheld;
6. No allowance has been made for delays resulting from unusually inclement weather or any other reasons beyond the control of CDM;
7. Work is executed in the scheduled sequence;
8. No cost for a site trailer or associated utilities has been included since project will be going concurrently with the existing WWTP improvements. It is understood that if for any reason completion of this project is after completion of the WWTP improvements project, costs for site trailer and associated utilities will be billed to this project;
9. Construction Manager's site staff comprises one superintendent;
10. Payment & Performance Bond and Builder's Risk insurance by CDM are included;
11. The Owner will provide all temporary utilities for the use of CDM and its subcontractors;
12. Sales tax rate is 9.5%;
13. No MBE/SBE requirements;
14. No Tennessee Department of Conservation and Environment (TDEC) permit costs are included;
15. This GMP is tied to the schedule submitted with the proposal;
16. Tank cleaning will be performed by the owner.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
Kingsport WWTP - UV Disinfection System						
Design Activities						
D1000	100% Design Complete	264	264	26-May-09	14-Jun-10	0
Define GMP Budget		0	0	26-May-09	26-May-09	0
DGMPT000	Finalize GMP Proposal	3	3	26-May-09	16-Jun-09	251
DGMPT010	Owner Review and Approval by Board	10	10	03-Jun-09	16-Jun-09	0
DGMPT020	Notice to Proceed	0	0	16-Jun-09	16-Jun-09	250
Permitting						
PER1250	NPDES Permit Modification	62	62	17-Jun-09	14-Sep-09	66
PER1260	NOI Permit (SRF Approval)	40	40	17-Jun-09	12-Aug-09	65
PER1300	Construction Permit (Plan & Spec Approval)	32	32	30-Jul-09	14-Sep-09	65
Bid Process						
PRE2000	Prepare Procurement Bid Packages - Equipment	10	10	15-Jun-09	25-Jun-09	0
PRE2000	Prepare and Send UV Equipment Bid Packages	10	10	15-Jun-09	25-Jun-09	0
PRE2010	Prepare Procurement Bid Packages - Subcontractors	10	10	15-Jun-09	25-Jun-09	30
PRE2020	Prepare and Send Civil/Mechanical Subcontractor ...	10	10	15-Jun-09	25-Jun-09	30
PRE2020	Prepare and Send Electrical / I&C Subcontractor P...	10	10	15-Jun-09	25-Jun-09	30
Conduct Bidding of Procurement Packages						
PRBP2060	Conduct Bidding for Procurement Packages	23	23	30-Jun-09	10-Aug-09	0
PRBP2120	Review and Submit Package to SRF with Recommendation	15	15	30-Jun-09	21-Jul-09	0
PRBP2130	Owner Review and Approval by Board	5	5	27-Jul-09	31-Jul-09	0
PRBP2140	Prepare and Execute Purchase Orders	6	6	03-Aug-09	10-Aug-09	0
Conduct Bidding of Subcontractor Packages						
PRBS2030	Conduct Bidding for Electrical / I&C Subcontractor ...	15	15	30-Jun-09	21-Jul-09	30
PRBS2030	Conduct Bidding for Civil/Mechanical Subcontractor...	15	15	30-Jun-09	21-Jul-09	30
PRBS2240	Review and Submit Civil/Mechanical Sub Package ...	3	3	22-Jul-09	24-Jul-09	30
PRBS2270	Review and Submit Electrical / I&C Sub to SRF w/...	3	3	22-Jul-09	24-Jul-09	30
PRBS2280	Owner Review and Approval by Board	5	5	27-Jul-09	31-Jul-09	30
PRBS2290	Prepare & Execute Civil/Mechanical Subcontract A...	6	6	03-Aug-09	10-Aug-09	30
PRBS2290	Prepare & Execute Electrical / I&C Sub Agreements	6	6	03-Aug-09	10-Aug-09	59
Submittal Activities						
Major Submittals		125	125	11-Aug-09	06-Feb-10	54
S5280	Submit Booster Pump	30	30	11-Aug-09	22-Sep-09	119
S5210	Submit Concrete	5	5	11-Aug-09	06-Sep-09	70
S5230	Submit UV Equipment	30	30	11-Aug-09	17-Aug-09	88
S5250	Submit Piping	20	20	11-Aug-09	22-Sep-09	0
S5260	Submit Electrical	20	20	11-Aug-09	06-Sep-09	30
S5290	Submit Canopy & Misc. Metals	20	20	11-Aug-09	06-Sep-09	60
S7810	Submit Chlorinator	20	20	11-Aug-09	06-Sep-09	129
Review & Approve						
RA5410	Review & Approve Concrete	35	35	18-Aug-09	06-Oct-09	118
RA5420	Review & Approve Piping	10	10	18-Aug-09	31-Aug-09	88
RA5400	Review & Approve Electrical	10	10	06-Sep-09	22-Sep-09	30

• Project Start: 29-May-09
 • Project Finish: 14-Jun-10
 • Data Date: 29-May-09
 • Run Date: 01-Jun-09

Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone
 Summary



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAMP DRESSER AND MCKEE FOR PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR UV DISINFECTION AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the American Recovery and Reinvestment Act / State Revolving Loan Funds awarded a loan to the city on August 5, 2009, in the amount of \$2,200,000, for UV disinfection project, phase VI lift station improvements, and Mad Branch stream restoration; and

WHEREAS, the city desires to enter into a guaranteed max price agreement with Camp Dresser and McKee for procurement and construction management services for the UV disinfection project at the wastewater treatment plant; and

WHEREAS, the amount of the agreement is \$1,900,000, which funding is identified and available in project #SW 1004.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, an agreement for a guaranteed maximum price of \$1,900,000 with Camp Dresser and McKee for UV disinfection project at the wastewater treatment plant.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Re-imbursement of Materials Agreement Funds to Rob McLean for Stapleton Drive Phase I Development

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-302-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the resolution

Executive Summary:

In an effort to promote smart growth and infield development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into a Materials Agreement with Rob McLean related to Stapleton Drive Phase I (AF-274-2008) in the amount of \$8757.81. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$8,203.18.

To date, including this development, the program has supported 736 new/proposed lots within the City of Kingsport. Of those lots, 23 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO ROB MCLEAN FOR THE
STAPLETON DRIVE PHASE I DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Rob McLean entered into a Materials Agreement, in the amount of \$8,757.81, with the city for provision of certain water and sewer materials by the city for the Stapleton Drive Phase I Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$8,203.18 for the Stapleton Drive Phase I Development;

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That reimbursement of Material Agreement funds, in the amount of \$8,203.18 to Rob McLean for the Stapleton Drive Phase I Development is approved.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement Close out

Project: Stapleton Dr. Phase I
 Date: _____
 Developer: Rob Mclean

Water line

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
41828	6" Mj Di accessory kits		ea	\$9.20	\$0.00		\$0.00		\$0.00
41829	8" Mj Di accessory kits		ea	\$10.20	\$0.00		\$0.00		\$0.00
41864	8" DI push on pipe		jt	\$196.38	\$0.00		\$0.00		\$0.00
42115	3.5' bury hydrant		ea	\$1,063.29	\$0.00		\$0.00		\$0.00
42325	6" mj gate valve		ea	\$322.00	\$0.00		\$0.00		\$0.00
42335	8" mj gate valve		ea	\$512.85	\$0.00		\$0.00		\$0.00
42845	6" x 18" mj anchoring coupling		ea	\$76.78	\$0.00		\$0.00		\$0.00
43031	8" x 8" x 6" anchoring tee		ea	\$84.12	\$0.00		\$0.00		\$0.00
					Total Amount Returned:		\$0.00		
Project #	WA							Non-returned totals:	\$0.00
	Expensed To:								
Subtotal:	451-0000-605-9003				\$0.00				
				Subtotal less returns:	\$0.00				
	REVISED SALES TAX			9.50%	\$0.00				
	Amount paid and Receipted To:								
Subtotal:	451-0000-208-1250								
Sales Tax:	451-0000-207-0201			9.50%	\$0.00				
	Total Paid			Water Total:	\$0.00				
	Sales Tax Adjustment				\$0.00				
								Subtotal:	\$0.00
Water	Refund Due Developer								\$0.00



Materials Agreement Close out

Project: Stapleton Dr. Phase I
 Date: August 26, 2009
 Developer: Rob Mclean

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total	Units Returned	Total Cost Returned	Non-returned Units	Non-returned Cost
45003	8" x 13' sdr-35 gsktd sewer pipe	36.00	jt	\$31.08	\$1,118.88		\$0.00		\$0.00
45222	12" concrete riser	3.00	ea	\$239.33	\$717.99		\$0.00		\$0.00
45057	8" x 6" tee wye gsktd sewer	4.00	ea	\$23.94	\$95.76		\$0.00		\$0.00
45112	Manhole covers	4.00	ea	\$225.00	\$900.00		\$0.00		\$0.00
45218	32" concrete cone	2.00	ea	\$162.50	\$325.00		\$0.00		\$0.00
45224	32" manhole riser	3.00	ea	\$310.01	\$930.03		\$0.00		\$0.00
45226	Manhole base	4.00	ea	\$380.34	\$1,521.36		\$0.00		\$0.00
45228	Slab flat top off set	2.00	ea	\$114.60	\$229.20		\$0.00		\$0.00
Project #	SW0965				Total Amount Returned:		\$0.00		
Expensed To:									
Subtotal:	452-0000-606-9003				\$5,838.22		Non-returned Totals:		\$0.00
				Subtotal less returns:	\$5,838.22				
	REVISED SALES TAX			9.50%	\$554.63				
	Amount Paid and Receipted To:								
Subtotal:	452-0000-208-1250				\$7,998.00				
Sales Tax:	452-0000-207-0201			9.50%	\$759.81				
	Total Paid			Sewer Total:	\$8,757.81				
	Sales Tax Adjustment				-\$205.18				
Sewer	Refund Subtotal				\$8,203.18				
									\$8,203.18
							Total Refund Due Developer:		\$8,203.18

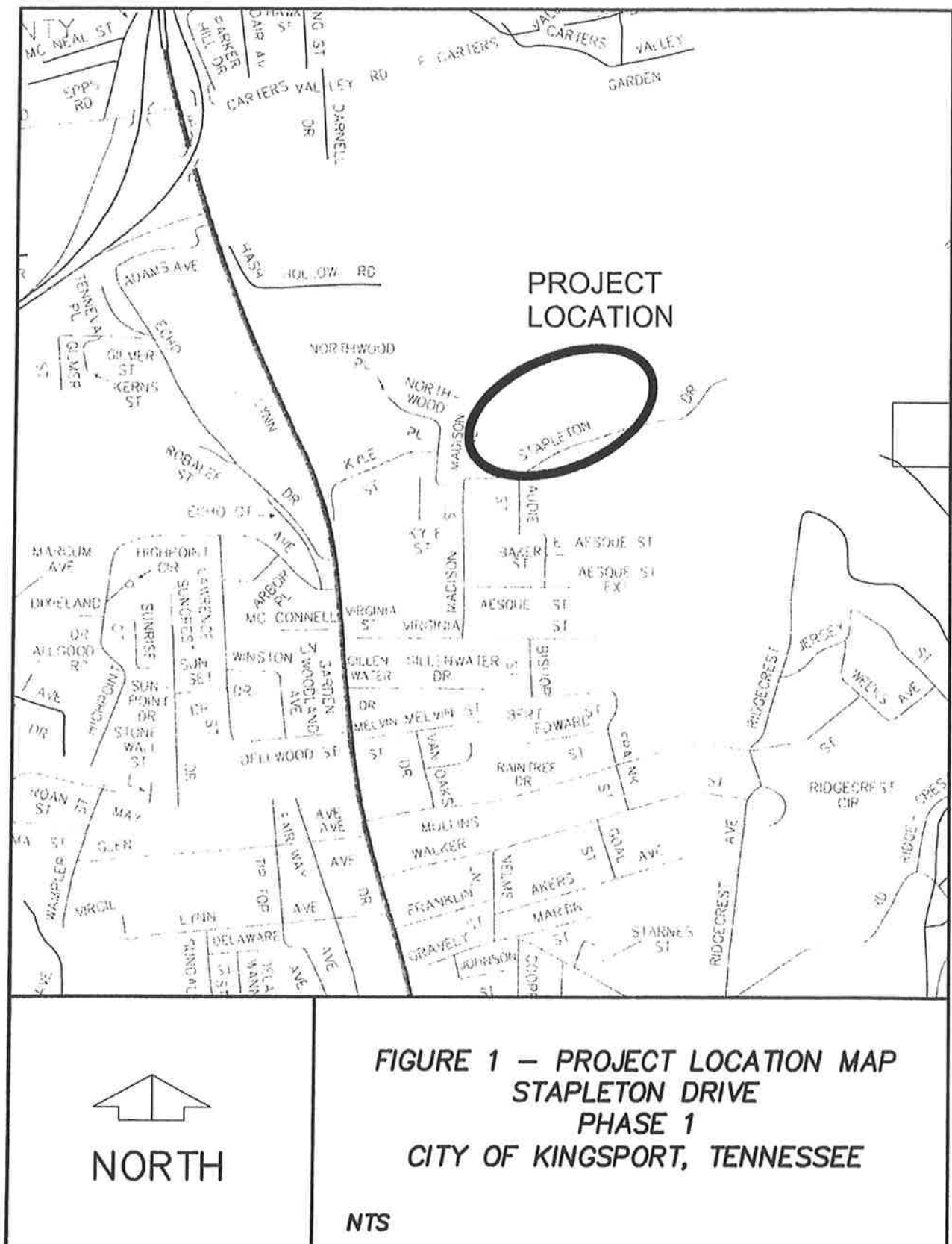
All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: _____ Date: _____

City of Kingsport Inspector: _____ Date: _____

Developer: _____ Date: _____







AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Cooperation Agreement with the Emergency Communications District of the City

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-299-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: 911 Board
 Presentation By: Billingsley

Recommendation: Approve the resolution.

Executive Summary:

The attached Interlocal cooperation agreement with the Emergency Communications District, commonly referred to as the Kingsport 911 Board, will establish policies and procedures for 911 service to city residents, and will enable the District to provide funds to the city to purchase and own consoles for use by the 911 dispatch. These are the consoles the city has agreed to buy in concert with Sullivan County and the City of Bristol, which the board has previously approved. This agreement will formalize the agreement between the city and the 911 Board.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTER-LOCAL COOPERATION AGREEMENT BETWEEN THE
EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF
KINGSPORT AND THE CITY OF KINGSPORT

WHEREAS, the Emergency Communications District of the City of Kingsport desires to enter into an agreement with the city; and

WHEREAS, approval of the agreement will provide "911" services to the citizens and residents of the city and establish policies and procedures for same; and

WHEREAS, the agreement will be advantageous to and serve the public interest of the city.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, an interlocal agreement between Emergency Communications District of the City of Kingsport and the city.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT
ESTABLISHING POLICIES AND PROCEDURES
FOR MUTUAL AID AND COORDINATION OF
EMERGENCY COMMUNICATIONS SERVICE

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, CITY, by its Ordinance No. _____, authorized the execution of an inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

1. **PURPOSE.** This Agreement shall be for the purpose of establishing the terms and conditions by which CITY shall provide facilities and employees necessary to operate and maintain an emergency communications service for DISTRICT.
2. **PHYSICAL PLANT.** CITY shall provide to DISTRICT a Public Safety Answering Point and Central Dispatch with all necessary and desirable associated amenities to make the operation fully functional. CITY will provide to DISTRICT a location to receive mail and reasonably associated administrative facilities, as the same may be necessary from time to time.
3. **TRAINING.** In providing "911" service to the citizens and residents of CITY, and other service users, DISTRICT has elected to utilize the direct dispatch method of responding to emergency calls. This "911" service is provided by means of this inter-local agreement between DISTRICT and CITY.

In compliance with *2003 Tenn. Pub. Acts, chapter 254, Sections 2 and 3*, DISTRICT and CITY agree that each of the 911 dispatchers employed by CITY pursuant to said inter-local agreement, must not only meet the general requirements set forth in *Tenn. Code Ann. Section*

7-86-205 and *Tenn. Code Ann. Section 58-2-202*, but must also, within six (6) months of their employment with CITY, meet those training and course of study requirements established from time to time by the PUBLIC SAFETY COMMITTEE created by *Tenn. Code Ann. Section 58-2-201* and the EMERGENCY COMMUNICATIONS BOARD, Department of Commerce and Insurance of the State of Tennessee.

It is understood by the Parties that this agreement imposes an obligation on CITY that DISTRICT's expectation of receiving due performance will not be impaired. In order that no reasonable grounds for insecurity shall arise with respect to the performance of CITY, CITY shall provide assurance of its due performance by reporting to DISTRICT, on or about the beginning of the calendar year 2010, with regard to whether each emergency call taker or public safety dispatcher, who receives an initial or transferred 911 call from the public, who is performing services on behalf of DISTRICT pursuant to this inter-local agreement, has satisfied the minimum requirements for dispatcher training established by the rules of the DEPARTMENT OF COMMERCE AND INSURANCE, EMERGENCY COMMUNICATIONS BOARD, CHAPTER 0780-6-2 relating to DISPATCHER TRAINING REGULATIONS (*Tenn. Comp. R. & Reg. 0780-6-2 et seq.*); and, that evidence of completion of such training is available for inspection, as are attendance records, course outlines and lesson plans.

4. **EMPLOYEES.** CITY shall provide to DISTRICT a total of 19 personnel for operation of emergency communications services for DISTRICT, including:
 - a. one (1) Watch Commander having the rank of Police Lieutenant, with corresponding salary and benefits, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and
 - b. one (1) Communications Technical Services Coordinator; and
 - c. one (1) Dispatch Supervisor; and
 - d. four (4) Shift Leaders; and
 - e. twelve (12) Dispatchers.
5. **ADMINISTRATIVE SERVICES.** CITY shall provide to DISTRICT the opportunity to participate in using other services and facilities available to departments of CITY including, but not limited to, electronic data processing, geographic information systems, accounting, record management, insurance and purchasing; and more particularly, the Geographic Information System (GIS) division to provide products and services to DISTRICT, to include maintenance and update of geographic information within the city limits of Kingsport directly and indirectly related to Emergency Communications; data specifically maintained for E911

purposes include point data concerning address information, streets centerline data with address ranges, and emergency service zone information; coordination of the Master Street and Address Guide (MSAG); data update, maintenance and software support to the mapping applications located in the PSAP; coordination with EMBARQ and MicroDATA (mapping vendor) to ensure continuity of operations during upgrades to mapping software; and data not directly related to emergency communication but deemed useful in the PSAP including city limits, fire hydrants, digital orthophotography, emergency service agencies, school grounds, parks, and many other geographic features relevant to emergency communications to be updated from GIS to the PSAP regularly on an as-needed basis.

6. **RADIO DISPATCH CONTROL CENTER CONSOLE EQUIPMENT.** CITY shall purchase Four (4) Centracom Elite radio dispatch control center consoles to be used for dispatch of emergency and other services for which it shall pay a total sum of Forty-nine Thousand Eight Hundred Seventy-eight and 00/100's Dollars (\$49,878.00). DISTRICT, pursuant to its resolution adopted at its regular meeting held on February 19, 2009, authorizing an amendment to its budget to include an appropriation for this purpose, has in addition to the Reimbursement referred to in Paragraph 8, previously paid to CITY the sum of Thirty-six Thousand Four Hundred Ten and 00/100's Dollars (\$36,410.00), as its share of the cost of the equipment necessary to actually dispatch the appropriate emergency services in accordance with its use of the direct dispatch method of responding to emergency calls. Such equipment shall be a permanent part of the Physical Plant referred to in Paragraph 2 of this agreement.
7. **VISIONCAD (COMPUTER-AIDED DISPATCH) SOFTWARE AND TRAINING.** DISTRICT, pursuant to its resolution adopted at its regular meeting held on January 15, 2009, authorizing an amendment to its budget to include an appropriation for this purpose, shall in addition to the Reimbursement referred to in Paragraph 8, pay to CITY the total amount of One Hundred Seventeen Thousand Two Hundred Three and 23/100's Dollars (\$117,203.23), as its share of the cost of software to be used by dispatchers to actually dispatch the appropriate emergency services in accordance with its use of the direct dispatch method of responding to emergency calls and to provide training to dispatchers on the new system. Such equipment to become a permanent part of the Physical Plant referred to in Paragraph 2 of this agreement.
8. **REIMBURSEMENT.** DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing the physical plant, employees and administrative services. The annual amount of such reimbursement shall be TWO HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$266,500.00) payable quarterly.

Any vacancy shall be filled within sixty (60) days. Failure of CITY to fill any personnel vacancy within the sixty day requirement may allow DISTRICT to withhold funding pro-rated for the quarterly billing cycle.

9. **TERM.** This Agreement shall be for a period of one year from the date first herein set

forth.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE**

JAMES F. KEESLING
Chairman

ATTEST:

BARBARA PEAVLER
Secretary

CITY OF KINGSPORT, TENNESSEE

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Dr. William Locke for Consultation Service Relating to the Kingsport Higher Education Center

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-294-2009
 Work Session: August 31, 2009
 First Reading: September 1, 2009

Final Adoption: September 1, 2009
 Staff Work By: Mayor Phillips
 Presentation By: Mayor Phillips

Recommendation: Approve the resolution.

Executive Summary:

The City of Kingsport desires to enter into an agreement with Dr. William Locke as the workforce development director for the Kingsport Higher Education Center. Dr Locke's responsibilities would include:

- Assessing area business needs and coordinating with the Higher Education Center partners to align programming with needs.
- Meeting with other area colleges who may have unique degree programs to offer the region's workforce.
- Collaborating with area school systems to assist in aligning our current high school curriculum with future workforce and academic needs.
- Acting as a spokesperson to local and outside groups for the city's initiative and explaining its importance to our future development.
- Researching potential grants that may be available from the education aspect.

Dr. Locke will make quarterly reports to the board of mayor and aldermen of his activities including individuals and groups he has met with; college programs, proposed and under consideration; enrollment figures and the like from the downtown programs; and issues and concerns with the centers operations.

It is expected that this consultation service will extend over the next two years. However, the current funding is available only for one year. Therefore, the agreement is for one year with the option to renew the agreement for one additional year. A draft of the agreement is attached. It begins September 1, 2009. The funding for the first year will come from Professional Consultant, 110-1001-401-2020.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH DR. WILLIAM LOCKE
FOR CONSULTATION SERVICES RELATING TO THE
HIGHER EDUCATION CENTER

WHEREAS, the City of Kingsport desires to enter into an Agreement with Dr. William Locke for consultation services as the Workforce Development Director for the Kingsport Higher Education Center from September 1, 2009 to August 31, 2010;

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS
FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement with Dr. William Locke for consultation services as the Workforce Development Director for the Kingsport Higher Education Center, the form of the Agreement being generally as follows:

AGREEMENT

THIS AGREEMENT, with the effective date of the 1st day of September, 2009, is made by and between the City of Kingsport, Tennessee (hereinafter City) and Dr. William Locke (hereinafter Dr. Locke).

WITNESSETH

WHEREAS, the City has opened the Kingsport Higher Education Center which will allowing its citizens to obtain college degrees in Kingsport from various institutions of higher learning; and

WHEREAS, Dr. Locke was instrumental in the development and realization of the Kingsport Higher Education Center; and

WHEREAS, in the initial years of the Kingsport Higher Education Center the board of mayor and aldermen desires to engage Dr. Locke as a consultant with the title of Workforce Development Director for the Kingsport Higher Education Center to perform the duties listed in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Dr. Locke agree as follows:

1. Dr. Locke shall hold the title of Workforce Development Director for the Kingsport Higher Education Center during the term of this Agreement.

2. The initial term of this Agreement shall be from September 1, 2009 through August 31, 2010 unless otherwise terminated pursuant to the terms of this Agreement. The parties may renew this Agreement by mutual agreement for one additional term of one year on the terms and conditions set forth herein, provided the funds are appropriated for the Agreement by the City's board of mayor and aldermen. Either party may terminate this Agreement for their convenience at any time by giving written notice to the other party of the desire to terminate the Agreement. Such termination shall be effective thirty (30) days after receipt of notice of termination. The City shall pay Dr. Locke for work completed through the effective date of termination.

3. Upon receipt of an invoice as herein set out the City agrees to pay Dr. Locke the sum of two thousand nine hundred sixteen and 67/100 dollars (\$2,916.67) per month for the consulting services herein. The City shall reimburse Dr. Locke for approved travel, lodging, and meals as needed to fulfill the duties of this Agreement, said reimbursement to be in accordance with the City's travel policy adopted for its employees and officials. Dr. Locke shall invoice the City monthly in a form consistent with the City's needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy by Dr. Locke. The City shall promptly review monthly Invoices and shall reimburse Dr. Locke within ten (10) days.

4. Dr. Locke, acting as the Workforce Development Director of the Kingsport Higher Education Center shall perform the following duties:

- a. Assess area business needs and coordinate with the Higher Education Center partners to align programming with needs.
- b. Meet with area colleges that may have unique degree programs to offer the region's workforce.
- c. Collaborate with area school systems to assist in aligning current high school curriculum with future workforce and academic needs.
- d. Act as a spokesperson to local and outside groups explaining the City's initiative and its importance to the City's future development.
- e. Research potential grants that may be available with emphasis on grants from the education aspect.
- f. Make quarterly reports on or about December 1, 2009, March 1, 2010, June 1, 2010, and August 31, 2010 to the City's board of mayor and aldermen on his activities including individuals and groups he has met with; college programs, proposed and under consideration; enrollment figures and the like from the downtown programs; and issues and concerns with the Higher Education Center's operations.

5. The City shall have the right to assign this Agreement and in such event shall provide written notice thereof to Dr. Locke. Dr. Locke shall not have the right to assign this Agreement, as it is an Agreement for his personal service to the City. If this

Agreement is assigned by the City, the provisions of this Agreement shall inure to the benefit of and be binding upon such assignee and Dr. Locke.

6. All notices given pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier, postage or courier fees prepaid, to the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery service. The parties hereto shall be responsible for notifying each other of any change of address. Unless a different address is provided in writing the addresses for notices are as follows:

If to the City:

City Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

If to the Dr. Locke:

Dr. William Locke
Kingsport, Tennessee 37____

7. Dr. Locke is and acts as an independent contractor in the performance of the work under this Agreement. Accordingly, Dr. Locke shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities in accordance with this Agreement, including by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other taxes or business license fees as required.

8. Dr. Locke shall fully indemnify, defend and save harmless the City, its board of mayor and aldermen, employees and agents from and against any and all loss, expenses, compensations, claims, demands, suits and judgments of sums of money, including but not limited to court costs and counsel fees, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any negligent act, error, or omission of Dr. Locke while engaged upon or in connection with the services required or performed by the Dr. Locke pursuant to this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

9. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

10. This Agreement constitutes the entire and integrated agreement between the City and Dr. Locke and no other written or oral understanding shall constitute part of this Agreement.

11. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

12. Dr. Locke shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions, or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

13. If through any cause, Dr. Locke shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by submitting a written notice to Dr. Locke of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Dr. Locke in the performance of this Agreement shall, at the option of the City, become its property and Dr. Locke shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, Dr. Locke shall not be relieved of liability to the City for damages sustained by virtue of any breach of the Agreement by the Dr. Locke and the City may withhold any payments to Dr. Locke for the purpose of set off until such time as the exact amount of damages due the City from Dr. Locke are determined.

14. This Agreement shall be interpreted under and governed by the laws of the State of Tennessee.

15. All documents, reports and material prepared by the Dr. Locke in the performance of this Agreement shall become the sole property of the City. Dr. Locke hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by the Dr. Locke or his subcontractors in the performance of or in connection with Dr. Locke's duties under this Agreement shall be vested solely with the City, including the right to hold, use, or dispose of same as the City deems appropriate in its sole discretion, and Dr. Locke waives any property rights and copyright to such documents.

16. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties are merged herein. This Agreement may changed only with the approval of the City's board of mayor and aldermen and Dr. Locke and such approved changes must be in writing signed by all of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the parties have hereto set their hands to duplicate originals the date first written above.

CITY OF KINGSPORT

DR. WILLIAM LOCKE

Dennis R. Phillips, Mayor

William Locke

Attest

Attest

City Recorder

Approved as to form:

City Attorney

SECTION II. That since the Agreement is still in draft form the Mayor, in a form

approved by the City Attorney, is authorized to modify the Agreement prior to execution to correct typographical errors, grammatical errors, increase or expand the scope of the duties of Dr. Locke without increasing the compensation or term, or make other changes not affecting the substance of the Agreement.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT, with the effective date of the 1st day of September, 2009, is made by and between the City of Kingsport, Tennessee (hereinafter City) and Dr. William Locke (hereinafter Dr. Locke).

WITNESSETH

WHEREAS, the City has opened the Kingsport Higher Education Center which will allowing its citizens to obtain college degrees in Kingsport from various institutions of higher learning; and

WHEREAS, Dr. Locke was instrumental in the development and realization of the Kingsport Higher Education Center; and

WHEREAS, in the initial years of the Kingsport Higher Education Center the board of mayor and aldermen desires to engage Dr. Locke as a consultant with the title of Workforce Development Director for the Kingsport Higher Education Center to perform the duties listed in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Dr. Locke agree as follows:

1. Dr. Locke shall hold the title of Workforce Development Director for the Kingsport Higher Education Center during the term of this Agreement.

2. The initial term of this Agreement shall be from September 1, 2009 through August 31, 2010 unless otherwise terminated pursuant to the terms of this Agreement. The parties may renew this Agreement by mutual agreement for one additional term of one year on the terms and conditions set forth herein, provided the funds are appropriated for the Agreement by the City's board of mayor and aldermen. Either party may terminate this Agreement for their convenience at any time by giving written notice to the other party of the desire to terminate the Agreement. Such termination shall be effective thirty (30) days after receipt of notice of termination. The City shall pay Dr. Locke for work completed through the effective date of termination.

3. Upon receipt of an invoice as herein set out the City agrees to pay Dr. Locke the sum of two thousand nine hundred sixteen and 67/100 dollars (\$2,916.67) per month for the consulting services herein. The City shall reimburse Dr. Locke for approved travel, lodging, and meals as needed to fulfill the duties of this Agreement, said reimbursement to be in accordance with the City's travel policy adopted for its employees and officials. Dr. Locke shall invoice the City monthly in a form consistent with the City's needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy by Dr. Locke. The City shall promptly review monthly Invoices and shall

reimburse Dr. Locke within ten (10) days.

4. Dr. Locke, acting as the Workforce Development Director of the Kingsport Higher Education Center shall perform the following duties:

- a. Assess area business needs and coordinate with the Higher Education Center partners to align programming with needs.
- b. Meet with area colleges that may have unique degree programs to offer the region's workforce.
- c. Collaborate with area school systems to assist in aligning current high school curriculum with future workforce and academic needs.
- d. Act as a spokesperson to local and outside groups explaining the City's initiative and its importance to the City's future development.
- e. Research potential grants that may be available with emphasis on grants from the education aspect.
- f. Make quarterly reports on or about December 1, 2009, March 1, 2010, June 1, 2010, and August 31, 2010 to the City's board of mayor and aldermen on his activities including individuals and groups he has met with; college programs, proposed and under consideration; enrollment figures and the like from the downtown programs; and issues and concerns with the Higher Education Center's operations.

5. The City shall have the right to assign this Agreement and in such event shall provide written notice thereof to Dr. Locke. Dr. Locke shall not have the right to assign this Agreement, as it is an Agreement for his personal service to the City. If this Agreement is assigned by the City, the provisions of this Agreement shall inure to the benefit of and be binding upon such assignee and Dr. Locke.

6. All notices given pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier, postage or courier fees prepaid, to the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery service. The parties hereto shall be responsible for notifying each other of any change of address. Unless a different address is provided in writing the addresses for notices are as follows:

If to the City:

City Manager
City of Kingsport

If to the Dr. Locke:

Dr. William Locke

225 West Center Street
Kingsport, Tennessee 37660

Kingsport, Tennessee 37____

7. Dr. Locke is and acts as an independent contractor in the performance of the work under this Agreement. Accordingly, Dr. Locke shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities in accordance with this Agreement, including by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other taxes or business license fees as required.

8. Dr. Locke shall fully indemnify, defend and save harmless the City, its board of mayor and aldermen, employees and agents from and against any and all loss, expenses, compensations, claims, demands, suits and judgments of sums of money, including but not limited to court costs and counsel fees, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any negligent act, error, or omission of Dr. Locke while engaged upon or in connection with the services required or performed by the Dr. Locke pursuant to this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

9. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

10. This Agreement constitutes the entire and integrated agreement between the City and Dr. Locke and no other written or oral understanding shall constitute part of this Agreement.

11. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

12. Dr. Locke shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions, or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

13. If through any cause, Dr. Locke shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by submitting a written notice to Dr. Locke of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Dr. Locke in the performance of

this Agreement shall, at the option of the City, become its property and Dr. Locke shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, Dr. Locke shall not be relieved of liability to the City for damages sustained by virtue of any breach of the Agreement by the Dr. Locke and the City may withhold any payments to Dr. Locke for the purpose of set off until such time as the exact amount of damages due the City from Dr. Locke are determined.

14. This Agreement shall be interpreted under and governed by the laws of the State of Tennessee.

15. All documents, reports and material prepared by the Dr. Locke in the performance of this Agreement shall become the sole property of the City. Dr. Locke hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by the Dr. Locke or his subcontractors in the performance of or in connection with Dr. Locke's duties under this Agreement shall be vested solely with the City, including the right to hold, use, or dispose of same as the City deems appropriate in its sole discretion, and Dr. Locke waives any property rights and copyright to such documents.

16. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties are merged herein. This Agreement may changed only with the approval of the City's board of mayor and aldermen and Dr. Locke and such approved changes must be in writing signed by all of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the parties have hereto set their hands to duplicate originals the date first written above.

CITY OF KINGSPORT

DR. WILLIAM LOCKE

Dennis R. Phillips, Mayor

William Locke

Attest

Attest

City Recorder

Approved as to form:

City Attorney

Title: Director or Coordinator of Higher Education/Workforce Development

Responsibilities include:

- Assessing area business needs and coordinating with the partners of the Kingsport Center for Higher Education (KCHE) to align programming with current and future needs.
- Meeting with other area colleges that offer unique degree programs for developing the region's workforce.
- Collaborating with area school systems to assist in aligning current high school curriculum with future workforce and academic needs.
- Acting as a spokesperson to local and outside groups for the city's initiative and explaining its importance to future development.
- Providing input into grant or other programs which may bring recognition to the city and its educational/workforce development programs.

Reporting requirements include:

A change from Quarterly

Providing reports semiannually to the Kingsport Board of Mayor and Aldermen (BMA) regarding:

Information regarding individuals and groups with whom he has met;
College programs proposed and/or under consideration;
Enrollment figures for programs/facilities located in the Academic Village
Issues/concerns regarding the KCHE;
Other information which may, from time-to-time, be pertinent and of interest to the BMA.

*John -
We need to do Action item & hire Bill Locke
effective Sept 1, 2009.*

*We need to incorporate this along with my memo & do
a job description - I'm not sure who does job
Description -
Dennis*





AGENDA ACTION FORM

Consideration of an Ordinance Amending the Current City Code to Increase the Reserve Police Officer Force Capacity from 20 to 25 Officers.

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF- 278- 2009
 Work Session: August. 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: D/C Phipps

Presentation By: Chief Osborne

Recommendation:

Approve the ordinance.

Executive Summary:

Current ordinance section 54-61 allows the Kingsport Reserve Police Force to be composed of "not more than 20 voluntary members". Recent increased citizen interest in the program has spawned an overwhelming number of applicants who have applied to be a part. The current Reserve Force has volunteered numerous man-hours since the revitalization of the program in 2008 and currently enlists eleven (11) active Reserve Officers. This amendment would authorize an increase of the Reserve Police Force from 20 positions to 25.

Attachments:

1. Ordinance
2. City Code Section 54-61 with proposed changes.

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Establish a Budget for State Revolving Loan/American Reinvestment and Recovery Act Projects

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF- 282-2009
 Work Session: August 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Ensor/McReynolds
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance.

Executive Summary:

On July 21, 2009 the board, by resolution, authorized the Mayor to execute documents to apply for \$2,200,000 of State Revolving Loan / American Reinvestment and Recovery Act (ARRA) funds. SRF/ARRA funds will be allocated to the following projects: UV disinfectant project, phase VI lift station improvements, and Mad Branch stream restoration. The SRF/ARRA loan was presented and approved by the SRF board on August 5, 2009. Projects will be funded with a \$1,320,000 loan, \$880,000 in principal forgiveness that will not have to be repaid and \$620,000 local share. The \$1,320,000 Clean Water SRF loan will have an interest rate of 2.88% with repayment over 20 years.

In order to establish a budget for the above mentioned projects, staff requests appropriation and transfer of the following funds: \$1,900,000 SRF/ARRA loan to project SW1004 Wastewater Plant UV Disinfection; \$200,000 SRF/ARRA loan to project SW1007 Madd Branch Stream Restoration; \$100,000 SRF/ARRA to project SW0701 Phase VI Lift Station Improvement and \$370,257 from SW0803 Hemlock Park Improvements to project number SW0701 Phase VI Lift Station Improvements to complete local share. Project SW0803 Hemlock Park Improvements is nearing completion. Unencumbered funds are not anticipated to be utilized.

Attachments:

1. Ordinance
2. SRF/ARRA Loan Approval

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate the Funds to the Arts Council of Greater Kingsport for the Kingsport Public Art Program

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF- 287-2009
Work Session: August 17, 2009
First Reading/ (Business Matters Held)
August 18, 2009

Final Adoption: September 1, 2009
Staff Work By: B. Macdonald/ J. Smith
Presentation By: Judy Smith

Recommendation:

Approve the Resolution. Approve the Ordinance.

Executive Summary:

Donations totaling \$8,105.42 have been accepted by the Arts Council of Greater Kingsport in support of the Public Art Program of the City of Kingsport.

\$8,105.42 in donations from the following individuals and companies in support of the Sculpture Walk Exhibition: Eastman Chemical Company, Bank of Tennessee, Eastman Credit Union, Wayne Basler, Regional Eye Center, Buddy and Jane Scott, Scott and Bonnie Macdonald, Pal's Sudden Service, Roy and Liza Harmon, Steve and Mary Banks, Kingsport Chamber of Commerce, Kingsport Convention Visitor Bureau.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance Appropriating Funds Received from the American Recovery and Reinvestment Act, Section 5307, Federal Transit Administration Grant from the Department of Transportation

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-289-2009
 Work Session: August 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Gary Taylor/J. Smith
 Presentation By: Chris McCart

Recommendation:

Approve the Ordinance

Executive Summary:

The City applied for and received a grant through the Department of Transportation as part of the American Recovery and Reinvestment Act which provides funding to transit agencies for purchase of vehicles for replacement and expansion of the transit fleet. The amount received is \$1,291,347. The term date of this grant is three years. Transit plans to purchase 8-10 vehicles over the next three years. We foresee seven vehicles purchased for replacement and 3 vehicles for expansion of service. This grant requires no local or state match.

Attachments:

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Justice Assistance Grant Program (JAG) in the Amount of \$165,759.00 for the Purchase of Equipment and Technology.

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-283-2009
 Work Session: August 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Capt. Castle
 Presentation By: Chief Osborne

Recommendation:

Approve the Ordinance

Executive Summary:

The Kingsport Police Department applied for a Department of Justice, Justice Assistance Grant and has been notified that we have been approved to receive funding in the above amount. The grant will be utilized to purchase equipment and/or technology.

There are no matching fund requirements.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Grant Funds Approved by the Department of Justice, Office of Community Oriented Policing Services (COPS) in the Amount of \$939,012.00 to Hire and Employ 6 Police Officers for 3 Years.

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-284-2009
 Work Session: August 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Capt. Castle
 Presentation By: Chief Osborne

Recommendation:

Approve the Ordinance

Executive Summary:

The Kingsport Police Department applied for a Department of Justice, Office of Community Oriented Policing Services and has been notified that we have been approved to receive funding in the above amount. The grant will be utilized to hire and employ 6 police officers for 3 years.

Additional funding requirements are that our organization must retain the six positions for a period of 12 months after the grant funding ends.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance Appropriating Additional Funds Received from the Virginia Department of Transportation for State Route 224 Corridor Study

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-288-2009
 Work Session: August 17, 2009
 First Reading/ (Business Matters Held):
 August 18, 2009

Final Adoption: September 1, 2009
 Staff Work By: Chris Campbell/Judy Smith
 Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance.

Executive Summary:

Over the past year, the MPO has worked closely with our contact in the Bristol VDOT District office to coordinate a possible transportation corridor study of Wadlow Gap Road (Virginia SR 224) which becomes SR 93 at the Tennessee border. Currently, SR 224 is a winding narrow two-lane facility that is widely acknowledged as being in need of improvements to provide enhanced safety features, offer routing alternatives, afford better access, and to stimulate potential economic development. Additionally, improvements to SR 224 are all the more needed due to improvements being made at the Moccasin Gap interchange which could increase the volume of traffic along SR 224. VDOT is receptive to this idea and has awarded \$250,000 (no Local match required) in the MPO's FY 10 contract to study this corridor. These funds are in addition to the MPO's annual PL-112 Planning funds appropriation.

This ordinance will appropriate the funds.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—